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on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RAUL CORONADO, an individual and on
behalf of all others similarly situated,
Plaintiff,

v.

PRO-FIT LOGISTICS LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: CVRI2602310

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY MINIMUM WAGES;
2. WAITING TIME PENALTIES;
3. WAGE STATEMENT VIOLATIONS;
4. FAILURE TO TIMELY PAY WAGES;
5. FAILURE TO INDEMNIFY;
6. FAILURE TO PRODUCE REQUESTED RECORDS;
7. UNFAIR COMPETITION; and,
8. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 226.8, 558, 1174.5, 1197.1, AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff RAUL CORONADO, on behalf of Plaintiff and all others similarly situated, alleges
2 as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against PRO-
6 FIT LOGISTICS LLC, and any of its respective subsidiaries or affiliated companies within the State
7 of California (“Pro-Fit,” collectively, with DOES 1 through 100, as further defined below,
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt employees in
9 California employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and
12 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
13 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
14 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
15 in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
16 203, 204, 210, 221, 226, 226.3, 432, 432.5, 1198, 1198.5, including restraints on competition,
17 whistleblowing and freedom of speech, Plaintiff seeks to represent all current and former employees
18 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
19 seeks to represent only non-exempt current and former employees that worked for Defendants during
20 the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.”
21 The “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA,
22 continuing past the date of notice to the LWDA into perpetuity.

23 **PARTIES**

24 **A. Plaintiff**

25 3. Plaintiff RAUL CORONADO is a resident of the State of California. At all relevant
26 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
27 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, truck driving,
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1 conducting pre-trip inspections, loading and scanning packages for delivery, delivery to assigned
2 routes, communicating with dispatch, and refueling as needed. Plaintiff is informed and believes, and
3 based thereon alleges, that Plaintiff RAUL CORONADO worked for Defendants from approximately
4 July 2024 through approximately February 2026.

5 **B. Defendants**

6 4. Plaintiff is informed and believes and based thereon alleges that defendant Pro-Fit is,
7 and at all times relevant hereto was, a limited liability company organized and existing under and by
8 virtue of the laws of the State of California and doing business in the County of Riverside, State of
9 California. At all relevant times herein, Pro-Fit employed Plaintiff and similarly situated employees
10 within the State of California.

11 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
13 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
16 will seek leave of court to amend this complaint to reflect the true names and capacities of the
17 defendants designated hereinafter as DOES when such identities become known.

18 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
19 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
20 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
21 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
22 "Defendants," it shall include Pro-Fit and any of their parent, subsidiary, or affiliated companies
23 within the State of California, and DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

25 7. Plaintiff is informed and believes and based thereon alleges that all the times
26 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other defendants, either actually or
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1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

3 8. All of the acts and conduct described herein of each and every corporate defendant was
4 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
5 and the officers and management-level employees of said corporate employers. In addition thereto,
6 said corporate employers participated in the aforementioned acts and conduct of their said employees,
7 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
8 of said corporate employees, agents, and representatives, the defendant corporation respectively and
9 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
10 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
11 agents and representatives.

12 9. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
13 thereon alleges that Defendants, and each of them, are joint employers.

14 **JURISDICTION**

15 10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
16 Civil Procedure section 410.10.

17 11. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure
18 sections 392, et seq. because, among other things, Riverside County is where the causes of action
19 complained of herein arose; the county in which the employment relationship began; the county in
20 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
21 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
22 Defendants was actually performed; and the county in which Defendants reside. Moreover, the
23 unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Riverside County,
24 and because Defendants employ numerous Class Members in Riverside County.

25 **FACTUAL BACKGROUND**

26 12. Defendants knew or should have known Plaintiff and Class Members were entitled to
27 receive wages for all time worked. Plaintiff is informed and believes, and thereon alleges Defendants
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1 failed to pay Plaintiff and Class Members all wages owed for work required to be performed in
2 violation of California state wage and hour laws.

3 13. Plaintiff is informed and believes, and thereon alleges, Defendants maintains a practice
4 and/or policy of failing to track all minutes actually worked by Plaintiff and Class Members.
5 Defendants engaged, suffered, or permitted Plaintiff and Class Members to work off the clock,
6 including, without limitation, by requiring Plaintiff and Class Members to stay late off the clock due
7 to the length and volume of Plaintiff's delivery routes and the milage, package load, and route
8 demands. For example, Defendants would add additional miles and stops to Plaintiff's route,
9 expanding his workday beyond his recorded hours. Additionally, before clocking in, Plaintiff was
10 required to review his assigned route through the Relay app, organize packages inside the truck for
11 efficiency, and prepare the vehicle for departure. Plaintiff was also required to log into systems and
12 confirm route details before he could clock in. Defendants would also call Plaintiff off the clock
13 regarding work-related issues. By way of example, Plaintiff was required to complete a 13-hour "ride
14 along" while off the clock.

15 14. Defendants knew or should have known that Plaintiff and Class Members who
16 separated from their employment with Defendants during the statutory period were entitled to timely
17 payment of all wages due. Plaintiff is informed and believes, and thereon alleges, that Defendants
18 failed to pay Plaintiff and Class Members the full amount of their wages owed to them upon
19 termination and/or resignation as required by Labor Code sections 201 and 202, including for, without
20 limitation, failing to pay minimum wages.

21 15. Defendants knew or should have known that Plaintiff and Class Members were entitled
22 to receive complete and accurate wage statements and failed to abide by the requirements of Labor
23 Code section 226. Plaintiff is informed and believes, and thereon alleges that Defendants failed to
24 furnish Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
25 earned; total hours worked; net wages earned; and other such information as required by Labor Code
26 section 226, subdivision (a). By way of example, Plaintiff was issued two wage statements for the
27 pay period of 6/8/2025 through 6/14/2025, which include negative hours, rates, and deductions,
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1 without any explanation provided to Plaintiff for this accounting. As a result thereof, Defendants failed
2 to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross
3 and net wages paid.

4 16. Defendants knew or should have known that Plaintiff and Class Members were entitled
5 to receive all wages earned twice during each calendar month, on days designated in advance by
6 Defendants as the regular paydays. Plaintiff is informed and believes, and thereon alleges, Defendants
7 failed to pay Plaintiff and Class Members the full amount of wages earned in a timely fashion as
8 required under Labor Code section 204.

9 17. Defendants knew or should have known that Plaintiff and Class Members were entitled
10 to be reimbursed for necessary expenses incurred in the discharge of their duties. Plaintiff is informed
11 and believes, and thereon alleges, Defendants failed to indemnify Plaintiff and Class Members for the
12 costs incurred for the purchase of tools and safety equipment including a reflective vest and working
13 gloves.

14 18. Defendants knew or should have known that Plaintiff and Class Members were entitled
15 to the timely payment of wages upon termination. Plaintiff is informed and believes, and thereon
16 alleges, Defendants failed to pay Plaintiff and Class Members, the full amount of their wages owed
17 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
18 including for failing to pay minimum wages.

19 19. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
21 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
22 or hold employment under Labor Code section 432, personnel records under Labor Code section
23 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
24 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
25 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
26 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
27 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
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1 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
2 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
3 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
5 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved
6 Employees to agree, in writing, to terms and conditions known by Defendants (and its agents,
7 managers, superintendents and/or officers) to be prohibited by law, including, without limitation,
8 terms known to be illegal in purported arbitration agreements, and other written documents presented
9 for signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also
10 required Plaintiff and Aggrieved Employees to inform prospective employers of Employer's
11 restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is
12 informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such,
13 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved
14 Employees personally suffered these violations, and that Defendants violated, without limitation,
15 Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and other
16 Aggrieved Employees to damages. Plaintiff is further informed and believes, and based thereon
17 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
18 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.5,
19 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 21. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
22 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 558.1, 1194, 1194.2,
23 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking minimum wages,
24 failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify
25 work-related expenses, other such provisions of California law, and reasonable attorneys' fees and
26 costs.

27 22. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
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1 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
2 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
3 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
4 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
5 of amounts owed.

6 **CLASS ACTION ALLEGATIONS**

7 23. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
8 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
9 former non-exempt employees of Defendants within the State of California at any time commencing
10 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
11 action is provided to the class (collectively referred to as "Class Members").

12 24. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
13 to amend or modify the class description with greater specificity, further divide the defined class into
14 subclasses, and to further specify or limit the issues for which certification is sought.

15 25. This action has been brought and may properly be maintained as a class action under
16 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
17 interest in the litigation and the proposed Class is easily ascertainable.

18 **A. Numerosity**

19 26. The potential Class Members as defined are so numerous that joinder of all the
20 members of the Class is impracticable. While the precise number of Class Members has not been
21 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
22 employed by Defendants within the State of California.

23 27. Accounting for employee turnover during the relevant periods necessarily increases
24 this number. Plaintiff alleges Defendants' employment records would provide information as to the
25 number and location of all Class Members. Joinder of all members of the proposed Class is not
26 practicable.

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1 **B. Commonality**

2 28. There are questions of law and fact common to Class Members. These common
3 questions include, but are not limited to:

- 4 A. Did Defendants violate Labor Code section 1194 by failing to pay all hours worked?
- 5 B. Did Defendants violate Labor Code sections 1194 and 1197 by failing to pay for all
6 other time worked?
- 7 C. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
8 Members upon termination or resignation all wages earned?
- 9 D. Are Defendants liable to Class Members for waiting time penalties under Labor Code
10 section 203?
- 11 E. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
12 Class Members with accurate wage statements?
- 13 F. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
14 Code section 204?
- 15 G. Did Defendants fail to indemnify Class Members for all necessary expenditures or
16 losses incurred in direct consequence of the discharge of their duties or by obedience
17 to the directions of Defendants as required under Labor Code section 2802?
- 18 H. Did Defendants violate the Unfair Competition Law, Business and Professions Code
19 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 20 I. Are Class Members entitled to restitution of wages under Business and Professions
21 Code section 17203?
- 22 J. Are Class Members entitled to costs and attorneys' fees?
- 23 K. Are Class Members entitled to interest?

24 **C. Typicality**

25 29. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
26 by any Class Members, and the relief sought is typical of the relief which would be sought by each
27 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
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1 arising out of and caused by Defendants' common course of conduct in violation of laws and
2 regulations that have the force and effect of law and statutes as alleged herein.

3 **D. Adequacy of Representation**

4 30. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
5 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
6 actions.

7 **E. Superiority of Class Action**

8 31. A class action is superior to other available means for the fair and efficient adjudication
9 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
10 and fact common to Class Members predominate over any questions affecting only individual Class
11 Members. Class Members, as further described therein, have been damaged and are entitled to
12 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
13 Labor Code, as set out herein.

14 32. Class action treatment will allow Class Members to litigate their claims in a manner
15 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
16 any difficulties that are likely to be encountered in the management of this action that would preclude
17 its maintenance as a class action.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 33. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
20 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if
21 not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover
22 civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all other
23 Aggrieved Employees of Defendants during the PAGA Period.

24 34. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
25 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
26 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
27 PAGA allegations described herein is not required.

28 35. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

4 36. Pursuant to Labor Code section 2699.3, on or around April 17, 2026, Plaintiff provided
5 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
6 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

7 37. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the PAGA Notice.

10 38. To the extent Defendants, or either of them, previously used the notice and cure
11 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
12 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
13 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
14 conference process pursuant to section 2699.3(f).

15 39. In the event that Defendants, or either of them, is/are determined to have satisfied
16 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
17 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
18 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

19 40. In the event that Defendants, or either of them, is/are determined to have, prior to this
20 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
21 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
22 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
23 2699(g)(1)-(3).

24 41. In the event that Defendants, or either of them is/are deemed to have adequately taken
25 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
26 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
27 Code section 2699(h)(1)-(3).

42. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FIRST CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

43. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

44. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

45. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

46. For four (4) years prior to the filing of the complaint in this action through the present, Defendants required Plaintiff and Class Members to stay late off the clock due to the length and volume of Plaintiff's delivery routes and the milage, package load, and route demands. For example, Defendants would add additional miles and stops to Plaintiff's route, expanding his workday beyond his recorded hours. Additionally, before clocking in, Plaintiff was required to review his assigned route through the Relay app, organize packages inside the truck for efficiency, and prepare the vehicle for departure. Plaintiff was also required to log into systems and confirm route details before he could

1 clock in. Defendants would also call Plaintiff off the clock regarding work-related issues. By way of
2 example, Plaintiff was required to complete a 13-hour “ride along” while off the clock.

3 47. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
5 all hours worked or otherwise due.

6 48. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
7 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
8 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
9 reasonable attorneys’ fees and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

12 49. Plaintiff realleges and incorporates by reference all of the allegations contained in the
13 preceding paragraphs as though fully set forth hereat.

14 50. At all relevant times, Plaintiff and Class Members were employees or former
15 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
16 Wage Orders.

17 51. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
18 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
19 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
20 immediately upon termination. Class Members who resigned were entitled to payment of all wages
21 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
22 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
23 time of resignation.

24 52. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
25 before the filing of the complaint in this action through the present, Defendants failed to pay Plaintiff
26 and Class Members all wages earned prior to resignation or termination in accordance with Labor
27 Code sections 201 or 202.

53. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

54. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

55. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

56. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

THIRD CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

57. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

58. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

59. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; among other things.

60. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year

1 before the filing of the complaint in this action through the present, Defendants failed to comply with
2 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure
3 to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect,
4 among other things, gross wages earned; total hours worked; net wages earned; and all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at each
6 hourly rate; among other things.

7 61. Defendants' failure to provide Plaintiff and Class Members with accurate wage
8 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and
9 the other Class Members with accurate wage statements, but willfully provided wage statements that
10 Defendants knew were not accurate.

11 62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
12 suffered injury. The absence of accurate information on Class Members' wage statements has delayed
13 timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical
14 computations to determine the amount of wages owed; causes difficulty and expense in attempting to
15 reconstruct time and pay records; and led to submission of inaccurate information about wages and
16 amounts deducted from wages to state and federal governmental agencies, among other things.

17 63. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
18 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
19 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
20 period, not to exceed an aggregate \$4,000.00 per employee.

21 64. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
22 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
23 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
24 and costs of suit.

25 **FOURTH CAUSE OF ACTION**

26 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

27 65. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
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1 incorporate each by reference as though fully set forth hereat.

2 66. At all relevant times, Plaintiff and Class Members were employees or former
3 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

4 67. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
5 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
6 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
7 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

8 68. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
9 independent and apart from, any other penalty provided in this article, every person who fails to pay
10 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
11 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
12 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
13 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
14 percent of the amount unlawfully withheld.”

15 69. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
16 before the filing of the complaint in this action through the present, Defendants employed policies and
17 practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code
18 section 204.

19 70. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
20 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred
21 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
22 subsequent violation in connection with each payment that was made in violation of Labor Code
23 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

24 71. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
25 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
26 interest, and their costs of suit, as well.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Indemnify – Against All Defendants)**

3 72. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 73. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

7 74. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
8 his or her employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties . . .”

10 75. For three (3) years prior to the filing of the complaint in this action through the present,
11 Defendants required Plaintiff and Class Members to incur necessary expenditures or losses in direct
12 consequence of the discharge of their duties or at the obedience to the directions of Defendants that
13 included, without limitation: purchasing tools and safety equipment including a reflective vest and
14 working gloves, necessary to perform work duties.

15 76. During that time period, Plaintiff is informed and believes, and based thereon alleges
16 that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff sand Class Members
17 for those losses and/or expenditures.

18 77. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
19 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
20 described losses and/or expenditures.

21 78. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
22 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
23 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 **(Failure to Produce Requested Records – Against All Defendants)**

26 79. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
27 preceding paragraphs of this complaint as though fully set forth hereon.
28

1 80. Pursuant to California Labor Code § 226(b), current and former employees have the
2 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
3 request to their employer. Under this statute, an employer that receives a request to inspect or receive
4 a copy of records pertaining to a current or former employee must comply with the request as soon as
5 practicable, but no later than twenty-one calendar days from the date of the request.

6 81. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or
7 his or her representative, has the right to inspect and receive a copy of the personnel records that the
8 employer maintains relating to the employee's performance or to any grievance concerning the
9 employee. Under this statute, upon written request from a current or former employee or his or her
10 representative, an employer must make the contents of those personnel records available for inspection
11 or provide a copy of the personnel records to the current or former employee, or his or her
12 representative, not later than thirty calendar days from the date the employer receives the written
13 request, subject to some limited exceptions.

14 82. Plaintiff sent written requests through Plaintiff's counsel on February 25, 2026, to
15 Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has
16 not received all of the requested records as of the date of this complaint, such as time records.

17 83. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years
18 prior to the filing of this action through the present Defendants violated Labor Code sections 226 and
19 1198.5 by failing to produce employment and personnel records upon request.

20 84. On information and belief, Defendants' failure to provide Plaintiff with all of the
21 requested employment records is not an isolated incident but was instead consistent with Defendants'
22 policy and practice that applied to Plaintiff and Class Members.

23 85. Pursuant to California Labor Code § 226(f) and 1198.5(k), Plaintiff and Class
24 Members are entitled to a penalties of seven hundred fifty dollars (\$750) from Defendants and
25 attorneys' fees and cost.

26 ///

27 ///

28

1 **SEVENTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 86. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 87. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
6 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
7 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
8 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
9 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
10 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
11 within the State of California with the rights provided to them under the Healthy Workplace Healthy
12 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
13 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
14 comparable companies doing business in the State of California that comply with their obligations to
15 compensate employees in accordance with the Labor Code.

16 88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
17 Members have suffered injury in fact and lost money or property.

18 89. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
19 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
20 advantage against other California employers. Pursuant to Business and Professions Code sections
21 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
22 prohibits Defendants from further violating the Labor Code and requiring the establishment of
23 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
24 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
25 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
26 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
27 945, 954; *accord* at 957.)

90. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

91. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

EIGHTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

92. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

93. At all relevant times herein, Labor Code section 204, requires and required that:

“[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

94. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

95. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per

1 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
2 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
3 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
4 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
5 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
6 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
7 connection with each payment that was made in violation of Labor Code section 204.

8 Civil Penalties Under Labor Code § 226.3

9 96. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of
10 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
11 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
12 violation in a subsequent citation, for which the employer fails to provide the employee a wage
13 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

14 97. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
15 this section are in addition to any other penalty provided by law.”

16 98. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
17 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
18 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
19 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
20 each employer with whom they have been placed to work; all applicable hourly rates in effect during
21 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
22 the employer and/or the name and address of the legal entity securing the employer’s services if the
23 employer is a farm labor contractor; and other such information as required by Labor Code section
24 226, subdivision (a).

25 99. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
26 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
27 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
28

1 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
2 for each subsequent violation.

3 Violation of Labor Code § 558

4 100. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
5 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
6 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty
7 as follows:

- 8 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
9 pay period for which the employee was underpaid in addition to an amount sufficient
10 to recover underpaid wages;
- 11 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to an
13 amount sufficient to recover underpaid wages;
- 14 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

15 101. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
16 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
17 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections
18 203, 226, 226.7, 1194 and 2802.

19 102. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
21 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
22 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
23 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

24 Violation of Labor Code § 1174.5

25 103. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
26 every person employing labor in California to “[a]llow any member of the commission or the
27 employees of the Division of Labor Standards Enforcement free access to the place of business or
28

1 employment of the person to secure any information or make any investigation that they are authorized
2 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
3 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
4 person.”

5 104. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
6 every person employing labor in California to “[k]eep a record showing the names and addresses of
7 all employees employed and the ages of all minors.”

8 105. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
9 every person employing labor in California to “[k]eep, at a central location in the state or at the plants
10 or establishments at which employees are employed, payroll records showing the hours worked daily
11 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
12 to, employees employed at the respective plants or establishments. These records shall be kept in
13 accordance with rules established for this purpose by the commission, but in any case, shall be kept
14 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
15 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

16 106. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
17 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
18 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
19 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
20 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

21 107. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
22 willfully failed to keep adequate or accurate time records including wage statements and similar
23 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
24 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
25 under Labor Code section 1174.

26 108. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
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1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
2 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

4 109. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
5 person acting either individually or as an officer, agent, or employee of another person, who pays or
6 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
7 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
8 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
9 follows:

- 10 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
11 each underpaid employee for each pay period for which the employee is underpaid.
12 This amount shall be in addition to an amount sufficient to recover underpaid wages,
13 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
14 pursuant to Section 203.
- 15 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
16 (\$250) for each underpaid employee for each pay period for which the employee is
17 underpaid regardless of whether the initial violation is intentionally committed. This
18 amount shall be in addition to an amount sufficient to recover underpaid wages,
19 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
20 pursuant to Section 203.
- 21 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
22 203, recovered pursuant to this section shall be paid to the affected employee."

23 110. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
24 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely
25 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved
26 Employees at the proper rates of pay, as described above.

111. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

112. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

DEMAND FOR JURY TRIAL

113. Plaintiff demands a trial by jury on all causes of action one (1) through eight (8) contained herein.

PRAYER

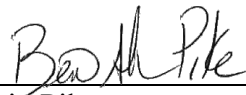
WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's counsel as Class counsel;
- C. Damages for all wages earned and owed, under Labor Code sections 558.1, 1194, 1197 and 1199;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

- 1 E. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
2 (e) and 558.1;
- 3 F. Waiting time penalties under Labor Code sections 203 and 558.1;
- 4 G. Penalties for failing to produce records under Labor Code § 226(e) and 1198.5;
- 5 H. Penalties to timely pay wages under Labor Code section 210;
- 6 I. Damages under Labor Code sections 2802 and 558.1;
- 7 J. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
8 *seq.* imposed for the benefit of the public prohibiting Defendants from further
9 violating the California Labor Code and requiring the establishment of appropriate
10 and effective means to prevent future violations, thus permitting proper competition
11 by other California employers;
- 12 K. Restitution of wages and benefits due which were acquired by means of any unfair
13 business practice, according to proof;
- 14 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 15 M. For attorneys' fees in prosecuting this action;
- 16 N. For costs of suit incurred herein; and
- 17 O. For such other and further relief as the Court deems just and proper.

18
19 Dated: August 19, 2026

BIBIYAN LAW GROUP, P.C.

20
21 BY: 
22 Bevin Pike
23 Trisha Monesi

24 Attorneys for Plaintiff RAUL CORONADO and
25 on behalf of all others similarly situated
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27
28