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on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NICHOLAS REYES, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

LP CAL OPS LLC, a California limited liability
company doing business as La Popular Porter
Ranch; and DOES 1 through 100, inclusive,

Defendants.

FILED

Superior Court of California
County of Los Angeles

07/28/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

CASE NO.: 26STCV16556

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PRODUCE REQUESTED RECORDS;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE

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[Amount in Controversy Exceeds \$35,000.00]

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of its respective subsidiaries or affiliated companies within the State of California as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,

1 in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
2 203, 204, 210, 221, 223, 226, 226.3, 432, 432.3, 1198, and 1198.5. Plaintiff seeks to represent all
3 current and former employees that worked for Defendants during the PAGA Period. On all other
4 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
5 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
6 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
7 notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement
8 is entered.

9 **PARTIES**

10 **A. Plaintiff**

11 3. Plaintiff NICHOLAS REYES is a resident of the State of California. At all relevant
12 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
13 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, managing the
14 bar, preparing drinks, serving customers, restocking supplies, and handling bar operations. Plaintiff
15 is informed and believes, and based thereon alleges, that Plaintiff NICHOLAS REYES worked for
16 Defendants from approximately November of 2024 through approximately January of 2026.

17 **B. Defendants**

18 4. Plaintiff is informed and believes and based thereon alleges that defendant Porter
19 Ranch is, and at all times relevant hereto was, a limited liability company organized and existing under
20 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
21 State of California. At all relevant times herein, Porter Ranch employed Plaintiff and similarly situated
22 employees within the State of California.

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

3 6. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
4 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
6 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
7 “Defendants,” it shall include Porter Ranch, and any of their parent, subsidiary, or affiliated companies
8 within the State of California, and DOES 1 through 100 identified herein.

9 **JOINT LIABILITY ALLEGATIONS**

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

15 8. All of the acts and conduct described herein of each and every corporate defendant was
16 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
17 and the officers and management-level employees of said corporate employers. In addition thereto,
18 said corporate employers participated in the aforementioned acts and conduct of their said employees,
19 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
20 of said corporate employees, agents, and representatives, the defendant corporation respectively and
21 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
22 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
23 agents and representatives.

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

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10. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of

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

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

13. Plaintiff is informed and believes, and thereon alleges, Defendants maintains a practice and/or policy of failing to track all minutes actually worked by Plaintiff and Class Members and failing to pay Plaintiff and Class Members for all minutes worked at the proper rates of pay. Defendants engaged, suffered, or permitted Plaintiff and Class Members to work off the clock, including, without limitation, by requiring Plaintiff and Class Members to complete post-shift tasks after clocking out, including completing tasks such as grabbing bottles from the back of house and bringing them up to the bar to restock and refilling the ice; suffer under Defendants' control by waiting in long lines to clock in due to the fact there was only one working time clock and the kitchen staff typically arrived at the same time to clock-in; and make phone calls off the clock to communicate with supervisors regarding scheduling and colleagues to coordinate shift coverage when needed.

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1 so the hours recorded were less than the hours actually worked. By way of example, Plaintiff's time
2 records were altered on multiple occasions by Defendants because Defendants' timekeeping system
3 had a "lock-out" mechanism which prevented employees from accurately recording their time-in and
4 time-out. Specifically, sometimes Plaintiff would arrive 15 to 20 minutes before his shift and begin
5 work, but due to the lock-out system, he was only able to record his scheduled time, rather than actual
6 time worked. Moreover, when Plaintiff was unable to take a 30-minute lunch due to customer demand
7 and lack of coverage, Defendants would modify his time to show a compliant 30-minute lunch period.

8 15. Defendants knew or should have known that Plaintiff and Class Members were entitled
9 to receive full, timely thirty (30) minute uninterrupted meal period for days on which they worked
10 more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for
11 days on which they worked in excess of ten (10) hours in a work day, yet failed to provide Plaintiff
12 and Class Members with legally complaint meal periods and failed to provide compensation for such
13 unprovided meal periods as required by California wage and hour laws.

14 16. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
15 meal periods by, without limitation, by failing to provide meal periods all together, interrupting meal
16 periods, and not providing timely meal periods. For example, Plaintiff's meal period was typically
17 scheduled 30 minutes before opening, but when customers arrived early, he would often serve the
18 customer while clocked out for lunch. However, Plaintiff could not clock back in before serving the
19 customer and record a short lunch due to Defendant's timekeeping lock-out system, which prohibited
20 clocking back in before the complete 30-minute meal period.

21 17. Defendants knew or should have known that Plaintiff and Class Members were entitled
22 to receive a full ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or
23 major fraction thereof yet failed to authorize and permit Plaintiff and Class Members to take legally
24 complaint rest periods and failed to provide compensation for such unprovided rest periods as required
25 by California wage and hour laws.

26 18. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
27 rest periods by, without limitation, by failing to provide rest periods all together due to lack of
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1 coverage and being the only bartender staffed on the morning shift.

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

8 20. Defendants knew or should have known that Plaintiff and Class Members were entitled
9 to receive complete and accurate wage statements and failed to abide by the requirements of Labor
10 Code section 226. Plaintiff is informed and believes, and thereon alleges that Defendants failed to
11 furnish Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
12 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
13 period and the corresponding number of hours worked at each hourly rate; and other such information
14 as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants failed to
15 furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and
16 net wages paid.

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

22 22. Defendants knew or should have known that Plaintiff and Class Members were entitled
23 to be reimbursed for necessary expenses incurred in the discharge of their duties. Plaintiff is informed
24 and believes, and thereon alleges, Defendants failed to indemnify Plaintiff and Class Members for the
25 costs incurred for mileage and/or gas costs incurred in driving personal vehicles for work-related
26 purposes, including running errands to stock up on ingredients and supplies for the kitchen and bar;
27 and using cellular phones for work-related purposes, including communicating with managers
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1 regarding scheduling and colleagues to coordinate shift coverage.

2 23. Defendants knew or should have known that Plaintiff and Class Members were entitled
3 to the timely payment of wages upon termination. By way of example, Plaintiff was terminated on
4 January 29, 2026, and has still not received his final paycheck nor any waiting time penalties owed.
5 Plaintiff is informed and believes, and thereon alleges, Defendants failed to pay Plaintiff and Class
6 Members, the full amount of their wages owed to them upon termination and/or resignation as required
7 by Labor Code sections 201 and 202, including for failing to pay overtime wages, minimum wages,
8 and premium wages.

9 24. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
10 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1,
11 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking
12 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
13 failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify
14 work-related expenses, other such provisions of California law, and reasonable attorneys' fees and
15 costs.

16 25. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
17 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
18 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
19 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
20 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
21 of amounts owed.

22 26. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
23 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
24 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
25 or hold employment under Labor Code section 432, personnel records under Labor Code section
26 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
27 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also
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1 failed to provide these documents to Plaintiff and other Aggrieved Employees upon request April 10,
2 2026, in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees personally
3 suffered these violations, which in turn would entitle Plaintiff and other Aggrieved Employees to
4 penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also be liable for
5 civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further informed and
6 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
7 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
8 to Labor Code section 2699(f)(2)(B)(ii).

9 27. Plaintiff is further informed and believes, and based thereon alleges that Defendants
10 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
11 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to
12 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
13 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
14 payday designated by Defendants; the name of the employer, including any "doing business as" names
15 used by the employer; the physical address of the employer's main office and the telephone number
16 of the employer; the name, address and telephone number of the workers' compensation insurance
17 carrier; information regarding paid sick leave; and other pertinent information required to be disclosed
18 by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants'
19 failure to provide such information, including rates of pay that are in effect, has permitted Defendants
20 to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime
21 wage laws in California. Plaintiff is informed and believes that failure to provide such information,
22 including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay
23 that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff
24 is informed and believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and
25 other Aggrieved Employees personally suffered these violations. Plaintiff is further informed and
26 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
27 malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
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1 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699,
2 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
3 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
5 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
6 and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or
7 Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to
8 credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff
9 and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes,
10 and based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit
11 card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the
12 patron indicated on the credit card slip, without any deductions, for any credit card payment
13 processing fees that may be charged to the employer by the credit card company by not later than the
14 regular payday following the date the patron authorized the credit card. In addition, Defendants failed
15 to keep accurate records of all gratuities received by Defendants and made those open to inspection
16 at all reasonable hours. By way of example, there were multiple occasions where Plaintiff reported
17 missing tips. In one instance, after a busy shift where Plaintiff only received about \$40 in tips,
18 Employee reported low tips to management, and management later acknowledged he was missing
19 approximately \$150. Plaintiff is informed and believes that this has resulted in a violation of Labor
20 Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and
21 other Aggrieved Employees have personally suffered violations thereto and Employer would be liable
22 for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under
23 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
24 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
25 Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

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CLASS ACTION ALLEGATIONS

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

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

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

A. Numerosity

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

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

B. Commonality

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

A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for

- 1 all other time worked at the employee's regular rate of pay?
- 2 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
- 3 Members to take compliant meal periods?
- 4 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
- 5 with additional wages for missed or interrupted meal periods?
- 6 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
- 7 Members to take compliant rest periods?
- 8 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
- 9 with additional wages for missed or interrupted rest periods?
- 10 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
- 11 Members upon termination or resignation all wages earned?
- 12 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
- 13 section 203?
- 14 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
- 15 Class Members with accurate wage statements?
- 16 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
- 17 Code section 204?
- 18 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
- 19 losses incurred in direct consequence of the discharge of their duties or by obedience
- 20 to the directions of Defendants as required under Labor Code section 2802?
- 21 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
- 22 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 23 M. Are Class Members entitled to restitution of wages under Business and Professions
- 24 Code section 17203?
- 25 N. Are Class Members entitled to costs and attorneys' fees?
- 26 O. Are Class Members entitled to interest?
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1 **C. Typicality**

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

7 **D. Adequacy of Representation**

8 36. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
9 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
10 actions.

11 **E. Superiority of Class Action**

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

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

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 39. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
24 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein.
25 Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys' fees
26 and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

4 41. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
5 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
6 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
7 PAGA Period.

8 42. Pursuant to Labor Code section 2699.3, on or around May 22, 2026, Plaintiff provided
9 written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online
10 and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

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

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

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

23 46. In the event that Defendants, or either of them, is/are determined to have, prior to this
24 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
25 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
26 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
27 2699(g)(1)-(3).

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

48. 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 Overtime Wages – Against All Defendants)

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

50. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

51. At all times relevant to this complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

52. At all times relevant to this complaint, Labor Code section 510 further provided that

1 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
2 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
3 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

4 53. Four (4) years prior to the filing of the complaint in this action through the present,
5 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight
6 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
7 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
8 including but not limited to, Defendants engaging, suffering, or permitting Plaintiff and Class
9 Members to work off the clock, including, without limitation, by requiring Plaintiff and Class
10 Members to complete post-shift tasks after clocking out, including completing tasks such as grabbing
11 bottles from the back of house and bringing them up to the bar to restock and refilling the ice; suffer
12 under Defendants’ control by waiting in long lines to clock in due to the fact there was only one
13 working time clock and the kitchen staff typically arrived at the same time to clock-in; and make
14 phone calls off the clock to communicate with supervisors regarding scheduling and colleagues to
15 coordinate shift coverage when needed. Moreover, Defendants detrimentally rounded, edited and/or
16 manipulated time entries so the hours recorded were less than the hours actually worked. By way of
17 example, Plaintiff’s time records were altered on multiple occasions by Defendants because
18 Defendants’ timekeeping system had a “lock-out” mechanism which prevented employees from
19 accurately recording their time-in and time-out. Specifically, sometimes Plaintiff would arrive 15 to
20 20 minutes before his shift and begin work, but due to the lock-out system he was only able to record
21 his scheduled time, rather than actual time worked. Moreover, when Plaintiff was unable to take a 30-
22 minute lunch due to customer demand and lack of coverage, Defendants would modify his time to
23 show a compliant 30-minute lunch period.

24 54. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
25 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
26 properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion,
27 willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable
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1 IWC Wage Orders, and California law.

2 55. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
3 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
4 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
5 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

6 **SECOND CAUSE OF ACTION**

7 **(Failure to Pay Minimum Wages – Against All Defendants)**

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

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

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

15 59. For four (4) years prior to the filing of the complaint in this action through the present,
16 Defendants failed to compensate Plaintiff, and upon information and belief, Class Members, for all
17 hours worked at the proper rates of pay, by requiring Plaintiff and Class Members to complete post-
18 shift tasks after clocking out, including completing tasks such as grabbing bottles from the back of
19 house and bringing them up to the bar to restock and refilling the ice; to suffer under Defendants'
20 control by waiting in long lines to clock in due to the fact there was only one working time clock and
21 the kitchen staff typically arrived at the same time to clock-in; and make phone calls off the clock to
22 communicate with supervisors regarding scheduling and colleagues to coordinate shift coverage when
23 needed. Moreover, Defendants detrimentally rounded, edited and/or manipulated time entries so the
24 hours recorded were less than the hours actually worked. By way of example, Plaintiff's time records
25 were altered on multiple occasions by Defendants because Defendants' timekeeping system had a
26 "lock-out" mechanism which prevented employees from accurately recording their time-in and time-
27 out. Specifically, sometimes Plaintiff would arrive 15 to 20 minutes before his shift and begin work,
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1 but due to the lock-out system he was only able to record his scheduled time, rather than actual time
2 worked. Moreover, when Plaintiff was unable to take a 30-minute lunch due to customer demand and
3 lack of coverage, Defendants would modify his time to show a compliant 30-minute lunch period.

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

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

11 **THIRD CAUSE OF ACTION**

12 **(Failure to Provide Meal Periods – Against All Defendants)**

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

15 63. At all relevant times, Plaintiff and Class Members were employees or former
16 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

17 64. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
18 employ an employee for a work period of more than five (5) hours without a timely meal break of not
19 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
20 no employer shall employ an employee for a work period of more than ten (10) hours per day without
21 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
22 the employee is relieved of all of his or her duties.

23 65. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
24 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
25 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
26 compensation for each workday that the meal period is not provided.

27 66. For four (4) years prior to the filing of the complaint in this action through the present,
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1 Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted
2 meal periods every five hours of work without waiving the right to take them, as permitted. Moreover,
3 Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of
4 compensation on the occasions that Class Members were not provided compliant meal periods.

5 67. By their failure to provide Plaintiff and Class Members compliant meal periods as
6 contemplated by Labor Code section 512, among other California authorities, and failing to provide
7 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
8 provisions of Labor Code section 512 and applicable Wage Orders.

9 68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
11 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

12 69. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
13 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
14 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
15 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

16 **FOURTH CAUSE OF ACTION**

17 **(Failure to Provide Rest Periods – Against All Defendants)**

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

20 71. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by applicable Wage Orders.

22 72. California law and applicable Wage Orders require that employers "authorize and
23 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
24 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
25 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
26 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
27 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
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1 minutes of paid rest period.

2 73. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
3 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
4 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
5 regular rate of compensation for each work day that the rest period is not provided.

6 74. For four (4) years prior to the filing of the complaint in this action through the present,
7 Plaintiff and Class Members were not authorized or permitted to take complete, timely 10-minute,
8 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover,
9 Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of
10 compensation on the occasions that Class Members were not authorized or permitted to take compliant
11 rest periods.

12 75. By their failure to authorize and permit Plaintiff and Class Members to take rest periods
13 contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of
14 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
15 provisions of Labor Code section 226.7 and applicable Wage Orders.

16 76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
17 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
18 for rest periods that they were not authorized or permitted to take.

19 77. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
20 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
21 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
22 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

23 **FIFTH CAUSE OF ACTION**

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

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

27 79. At all relevant times, Plaintiff and Class Members were employees or former
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1 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
2 Wage Orders.

3 80. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
4 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
5 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
6 immediately upon termination. Class Members who resigned were entitled to payment of all wages
7 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
8 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
9 time of resignation.

10 81. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
11 before the filing of the complaint in this action through the present, Defendants, due to the failure to
12 provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned
13 prior to resignation or termination in accordance with Labor Code sections 201 or 202.

14 82. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
15 Members all wages earned prior to termination or resignation in accordance with Labor Code sections
16 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class
17 Members at the time of termination in accordance with Labor Code sections 201 and 202, but
18 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
19 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

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

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

26 85. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
27 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
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1 waiting time penalties, interest, and their costs of suit, as well.

2 **SIXTH CAUSE OF ACTION**

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

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

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

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

13 89. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
14 before the filing of the complaint in this action through the present, Defendants failed to comply with
15 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure
16 to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect,
17 among other things, gross wages earned; total hours worked; net wages earned; and all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at each
19 hourly rate; among other things.

20 90. Defendants' failure to provide Plaintiff and Class Members with accurate wage
21 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and
22 the other Class Members with accurate wage statements, but willfully provided wage statements that
23 Defendants knew were not accurate.

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

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

7 93. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
8 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
9 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
10 and costs of suit.

11 **SEVENTH CAUSE OF ACTION**

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

13 94. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
14 incorporate each by reference as though fully set forth hereat.

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

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

21 97. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
22 independent and apart from, any other penalty provided in this article, every person who fails to pay
23 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
24 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
25 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
26 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
27 percent of the amount unlawfully withheld.”
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1 98. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
2 before the filing of the complaint in this action through the present, Defendants employed policies and
3 practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code
4 section 204.

5 99. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
6 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred
7 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
8 subsequent violation in connection with each payment that was made in violation of Labor Code
9 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

10 100. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
12 interest, and their costs of suit, as well.

13 **EIGHTH CAUSE OF ACTION**

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

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

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

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

22 104. For three (3) years prior to the filing of the complaint in this action through the present,
23 Defendants required Plaintiff and Class Members to incur necessary expenditures or losses in direct
24 consequence of the discharge of their duties or at the obedience to the directions of Defendants that
25 included, without limitation: for their costs incurred for mileage and/or gas costs incurred in driving
26 personal vehicles for work-related purposes, including running errands to stock up on ingredients and
27 supplies for the kitchen and bar; and using cellular phones for work-related purposes.
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105. During that time period, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff sand Class Members for those losses and/or expenditures.

106. 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 reimbursed for the herein-described losses and/or expenditures.

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

NINTH CAUSE OF ACTION

(Failure to Produce Requested Records – Against All Defendants)

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

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

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

111. Plaintiff sent written requests through Plaintiff's counsel on April 10, 2026, to

1 Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has
2 not received the requested records as of the date of this complaint.

3 112. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years
4 prior to the filing of this action through the present Defendants violated Labor Code sections 226 and
5 1198.5 by failing to produce employment and personnel records upon request.

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

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

12 **TENTH CAUSE OF ACTION**

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

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

16 116. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
17 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
18 Professions Code section 17200. Due to their unlawful business practices in violation of the Labor
19 Code, Defendants have gained a competitive advantage over other comparable companies doing
20 business in the State of California that comply with their obligations to compensate employees in
21 accordance with the Labor Code.

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

24 118. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
25 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
26 advantage against other California employers. Pursuant to Business and Professions Code sections
27 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
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1 prohibits Defendants from further violating the Labor Code and requiring the establishment of
2 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
3 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
4 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
5 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
6 945, 954; *accord* at 957.)

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

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

15 **ELEVENTH CAUSE OF ACTION**

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

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

19 **Civil Penalties Under Labor Code § 210**

20 122. At all relevant times herein, Labor Code section 204, requires and required that:
21 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor performed
23 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
24 and 10th day of the following month.”

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

5 124. At all relevant times herein, Defendants have had a consistent policy or practice of
6 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
7 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
8 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
9 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
10 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
11 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
12 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
13 connection with each payment that was made in violation of Labor Code section 204.

14 Civil Penalties Under Labor Code § 226.3

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

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

22 127. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
23 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
24 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
25 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
26 each employer with whom they have been placed to work; all applicable hourly rates in effect during
27 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
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1 the employer and/or the name and address of the legal entity securing the employer's services if the
2 employer is a farm labor contractor; and other such information as required by Labor Code section
3 226, subdivision (a).

4 128. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
5 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
6 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
7 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
8 for each subsequent violation.

9 Violation of Labor Code § 558

10 129. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
11 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
12 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty
13 as follows:

- 14 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
15 pay period for which the employee was underpaid in addition to an amount sufficient
16 to recover underpaid wages;
- 17 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
18 employee for each pay period for which the employee was underpaid in addition to an
19 amount sufficient to recover underpaid wages;
- 20 3) Wages recovered pursuant to this section shall be paid to the affected employee."

21 130. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
22 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
23 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections
24 203, 226, 226.7, 1194.

25 131. As a direct and proximate result of the herein-described Labor Code violations,
26 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
27 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
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1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Violation of Labor Code § 1174.5

4 132. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
5 every person employing labor in California to “[a]llow any member of the commission or the
6 employees of the Division of Labor Standards Enforcement free access to the place of business or
7 employment of the person to secure any information or make any investigation that they are authorized
8 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
9 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
10 person.”

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

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

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

27 136. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
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1 willfully failed to keep adequate or accurate time records including wage statements and similar
2 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
3 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
4 under Labor Code section 1174.

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

9 Violation of Labor Code § 1197.1

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

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

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

140. 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

141. 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.

142. 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

143. Plaintiff demands a trial by jury on all causes of action one (1) through eleven (11) 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;

- 1 B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's
2 counsel as Class counsel;
- 3 C. Damages for all wages earned and owed, including minimum and overtime wages ,
4 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 5 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 6 E. Damages for unpaid premium wages from missed meal and rest periods under,
7 among other Labor Code sections, 512, 558.1 and 226.7;
- 8 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
9 (e) and 558.1;
- 10 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 11 H. Penalties for failing to produce records under Labor Code § 226(e) and 1198.5;
- 12 I. Penalties to timely pay wages under Labor Code section 210;
- 13 J. Damages under Labor Code sections 2802 and 558.1;
- 14 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
15 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 16 L. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
17 *seq.* imposed for the benefit of the public prohibiting Defendants from further
18 violating the California Labor Code and requiring the establishment of appropriate
19 and effective means to prevent future violations, thus permitting proper competition
20 by other California employers;
- 21 M. Restitution of wages and benefits due which were acquired by means of any unfair
22 business practice, according to proof;
- 23 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 24 O. For attorneys' fees in prosecuting this action;
- 25 P. For costs of suit incurred herein; and

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Q. For such other and further relief as the Court deems just and proper.

Dated: July 28, 2026

BIBIYAN LAW GROUP, P.C.

BY: /s/ Rafael Yedoyan
SARAH H. COHEN
RAFAEL YEDOYAN
AUSTIN REID

Attorneys for Plaintiff NICHOLAS REYES and
on behalf of all others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024

On July 28, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE COMPLAINT**, to be served on the following person(s) at the addresses listed:

Spencer C. Skeen, Esq.

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Attorneys for Defendant LP CAL OPS LLC

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:**

Based on a Court order or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 28, 2026, at Los Angeles, California.

/s/ Bryant Gamez

Bryant Gamez