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on behalf of himself and others similarly situated

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

ADAM ESPINOLA, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

v.

YMCA OF SAN DIEGO COUNTY, a
California nonprofit corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CU026574N

CLASS ACTION

Assigned for All Purposes To:

Hon. William Y. Wood
Dept. N-29

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Meal Period Liability Under Labor Code § 226.7;
3. Rest Break Liability Under Labor Code § 226.7;
4. Failure to Provide Accurate Wage Statements Under Labor Code § 226(a);
5. Failure to Timely Pay Wages Upon Termination Under Labor Code § 203;
6. Failure to Timely Pay Wages When Due Under Labor Code § 204;
7. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
8. Failure to Reimburse Necessary Business Expenses § 2802; and
9. Violation of Business & Professions Code § 17200 *et seq.*
10. Penalties under PAGA, Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Original Complaint Filed: May 13, 2026

INTRODUCTION

1. Plaintiff ADAM ESPINOLA (“Plaintiff”) brings this action on behalf of himself and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants YMCA OF SAN DIEGO COUNTY; and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiff

4. Plaintiff ADAM ESPINOLA resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant YMCA OF SAN DIEGO COUNTY is a California nonprofit corporation and lists its principal address with California Secretary of State as 3708 Ruffin Road, San Diego, CA 92123, which is in San Diego County, California. Defendant YMCA OF SAN DIEGO COUNTY is listed as an employer on Plaintiff’s wage statements during the relevant time period that Plaintiff was employed with Defendants. Plaintiff is informed and believes, and thereupon alleges, that YMCA OF SAN DIEGO COUNTY conducts business in San Diego County, and throughout California, and employed, and continues to employ, individuals (including Plaintiff and Class members) in San Diego County, and throughout California.

6. The true names and capacities, whether individual, corporate, associate, or whatever

1 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
2 Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil
3 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
4 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
5 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
6 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
7 their identities become known.

8 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
9 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
10 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
11 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
12 respects as the employers or joint employers of Class Members. Defendants, and each of them,
13 exercised control over the wages, hours or working conditions of Class Members, or suffered or
14 permitted Class Members to work, or engaged, thereby creating a common law employment
15 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
16 employed Class Members.

17 8. Whenever and wherever reference is made in this Complaint to any act by a
18 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
19 failures to act of each defendant acting individually, jointly, and severally.

20 9. Whenever and wherever reference is made to individuals who are not named as a
21 Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants,
22 such individuals at all relevant times acted on behalf of Defendants within the scope of their
23 employment.

24 **JURISDICTION AND VENUE**

25 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
27 a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California
28 Code of Civil Procedure § 382.

11. Venue is proper in San Diego County under Code of Civil Procedure §§ 395(a) and 395.5, in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein, including at their principal address in San Diego, CA.

FACTUAL BACKGROUND

12. Class Members consistently worked at Defendants behest without being paid all wages due. Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum rates. Plaintiff also contends that Defendants failed to pay Class Members all wages due and owing, including by requiring off the clock work; failing to provide sufficient compensation for on-call time; failing to provide meal and rest breaks; and failing to pay meal and rest break premiums, all in violation of various provisions of the California Labor Code and applicable Wage Orders.

13. During the course of Plaintiff and Class Members' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Defendants required Class Members to perform off the clock work that they were not compensated for despite being subject to Defendants' control. Off-the-clock work thus occurred in one or more of the following manners:

- (a) Plaintiff and Class Members were required to prepare for activities prior to clocking in so that they were ready to proceed upon shift start.
- (b) Plaintiff and Class Members were required, on occasion, to speak to or text supervisors off-the-clock on their cellphones.
- (c) On occasion, Plaintiff and Class Members were required to be on-call or "on guard" from approximately 11:00 a.m. to 1:00 p.m. every day to see if they were needed for a shift in the afternoon.

14. By implementing policies, programs, practices, procedures and protocols, Defendants' willful actions resulted in the systematic underpayment of wages to Class Members.

15. As a result of the above-described requirements to work off the clock and the other

1 wage violations they endured at Defendants' hands, Class Members were not properly paid all wages
2 earned and all wages owed to them by Defendants.

3 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
4 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
5 all hours worked and failing to pay minimum wages for all time worked, as required by California
6 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
7 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
8 actual times when Class Members were under the control and direction of Defendants was under
9 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
10 resulted in the systematic underpayment of wages to Class Members.

11 17. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
12 meal periods to Class Members, as required by the applicable Wage Order and Labor Code. Class
13 Members were required to perform work as ordered by Defendants for more than five (5) hours
14 during a shift but were often required to do so without receiving a lawful and timely meal break.
15 Specifically, Defendants required Plaintiff and Class Members to sign meal break waivers as a
16 condition of employment. Defendants subsequently scheduled Plaintiff and Class Members for
17 shifts that were six (6) hours or less, and as a result, did not provide meal periods. However, due to
18 unpaid and unrecorded off-the-clock work, when Plaintiff and Class Members were scheduled for
19 shifts of six (6) hours, Plaintiff and Class Members often worked over six (6) hours in the workday,
20 and thus, were entitled to first meal periods, regardless of signed waivers. Defendants placed their
21 needs over Class Members lawful meal breaks and this resulted in Class Members not receiving
22 legally required meal breaks.

23 18. As a result, Defendants' failure to provide Class Members with all legally required
24 off-duty, unpaid meal periods is and will be evidenced by Defendants' business records, or lack
25 thereof. Defendants also failed to pay Class Members "premium pay," i.e. one hour of wages at each
26 Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide
27 or deficiently provided.

28 19. Therefore, for at least four years prior to the filing of this action through the present,

1 Defendants regularly required Class Members to work shifts in excess of five (5) hours without
2 providing them with uninterrupted meal periods of not less than thirty (30) minutes; nor did
3 Defendants pay Class Members “premium pay,” i.e. one hour of wages at each Class Member’s
4 effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently
5 provided.

6 20. Class Members were also not authorized and permitted to take lawful rest periods,
7 were systematically required by Defendants to work through or during breaks and were not provided
8 with one (1) hour of wages in lieu thereof. Class Members were restricted in their ability to take
9 their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods.
10 Specifically, Class Members were required to work without being provided any rest breaks.
11 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present,
12 Defendants have consistently failed to provide Class Members with paid rest breaks of not less than
13 ten minutes for every work period of four or more consecutive hours, or major fraction thereof, nor
14 did Defendants pay Class Members premium pay for each day on which requisite rest breaks were
15 not provided or were deficiently provided.

16 21. From at least four (4) years prior to filing this lawsuit and continuing to the present,
17 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members
18 at the time of their termination of within seventy-two (72) hours of their resignation, as required by
19 California wage-and-hour laws. Specifically, Class Members were not paid all regular and overtime
20 wages because Defendants failed to pay for all hours worked by requiring off the clock work and
21 failed to pay meal and rest period premiums owed, as further detailed in this Complaint. Defendants’
22 failure to pay said wages within the required time was willful within the meaning of Labor Code §
23 203.

24 22. Moreover, Defendants maintained a consistently applied policy and practice of not
25 paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and
26 failed to pay all wages earned between the 16th and the last day of the month between the 1st and
27 10th day of the following month pursuant to Labor Code 204. Defendants similarly failed to pay all
28 wages earned by not more than seven (7) calendar days following the close of the payroll period.

23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

24. Additionally, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff to incur business expenses in the course of performing his required job duties for Defendants. Specifically, Plaintiff was required to use his cellphone for texting and calling his supervisor, clients, and co-workers, as well as checking his schedule and using GPS when traveling between job sites, for which Plaintiff was required to use his personal vehicle and was not reimbursed for mileage. Upon information and belief, Class Members incurred similar costs. These expenses incurred by Plaintiff and Class Members were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Class Members for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

25. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 and California Code of Regulations, Title 8, section 11000 *et seq.*

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

27. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Meal Period Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-

1 free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

2 c. Subclass 3. Rest Break Subclass. All Class Members who were subject to
3 Defendants' policy and/or practice of failing to authorize and permit Class Members to take
4 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
5 thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu thereof.

6 d. Subclass 4. Wage Statement Subclass. All Class Members who, within the
7 applicable limitations period, were not provided with accurate itemized wage statements.

8 e. Subclass 5. Termination Pay Subclass. All Class Members who, within the
9 applicable limitations period, either voluntarily or involuntarily separated from their employment
10 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
11 termination.

12 f. Subclass 6. Failure to Timely Pay Wages When Due Subclass. All Class
13 Members who were subject to Defendants' policy and practice of not timely paying all wages earned
14 when they were due and payable.

15 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
17 California wage-and-hour laws.

18 h. Subclass 8. Expense Reimbursement Subclass. All Class Members who incurred
19 necessary and reasonable expenses in connection with performing their job duties for Defendant and
20 who were subject to a policy and/or practice under which such expenses were not reimbursed.

21 i. Subclass 9. UCL Subclass. All Class Members who are owed restitution as a
22 result of Defendants' business acts and practices, to the extent such acts and practices are found to
23 be unlawful, deceptive, and/or unfair.

24 28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
25 the class description with greater particularity or further division into subclasses or limitation to
26 particular issues. To the extent equitable tolling operates to toll claims by the Class against
27 Defendants, the Class Period should be adjusted accordingly.

28 29. Defendants, as a matter of company policy, practice and procedure, and in violation

of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate compensation for the time worked by Class Members, even though Defendants enjoyed the benefit of this work, required Class Members to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class Members wages to which these employees are entitled and failed to provide meal and rest periods, in order to unfairly cheat the competition and unlawfully profit.

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

A. Numerosity

31. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within the State of California.

32. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants’ employment records will provide information as to the number and location of all Class Members.

B. Commonality

33. There are questions of law and fact common to the Class that predominates over any questions affecting only individual Class Members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Class Members minimum wages;
- b. Whether Defendants failed to pay Class Members wages for all hours worked;
- c. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Class Members with requisite meal periods or premium pay in lieu thereof;

- 1 d. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
2 Orders, by failing to authorize and permit Class Members to take requisite rest breaks
3 or provide premium pay in lieu thereof;
- 4 e. Whether Defendants violated Labor Code § 226(a) by providing Class Members with
5 inaccurate wage statements;
- 6 f. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
7 wages and compensation due and owing at the time of termination of employment;
- 8 g. Whether Defendants violated Labor Code § 204 by failing to timely pay wages when
9 due;
- 10 h. Whether Defendants violated Labor Code §§ 226 and 1174 and the IWC Wage
11 Orders by failing to maintain accurate records of Class Members' earned wages and
12 work periods;
- 13 i. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class
14 Members during the relevant time period for all hours worked, whether regular or
15 overtime;
- 16 j. Whether Defendants violated Labor Code § 2802 by failing to reimburse all
17 necessary business expenses Defendants required them to incur in performing their
18 job duties;
- 19 k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 20 l. Whether Defendants conduct was willful; and
- 21 m. Whether Class Members are entitled to equitable relief pursuant to Business and
22 Professions Code § 17200 *et seq.*

23 **C. Typicality**

24 34. The claims of the named plaintiff are typical of those of Class Members. The Class
25 Members all sustained injuries and damages arising out of and caused by Defendants' common
26 course of conduct in violation of statutes, as well as regulations that have the force and effect of law,
27 as alleged herein.

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D. Adequacy of Representation

35. Plaintiff will fairly and adequately represent and protect the interest of the Class Members. Counsel who represents Class Members are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to all Class Members predominate over any questions affecting only individual Class Members. Each Class Member has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Class Members properly.

37. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden of individual actions makes it difficult for the Class Members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Class Members to vindicate their rights for violations they endured which they would otherwise be foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

38. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment. Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set forth the subject and nature of the instant action. The Defendants' own business records can be

utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

39. Defendants, as prospective and actual employers of the Class Members, had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon Class Members. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of policies and practices on Class Members.

40. Class Members did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled until such time as Plaintiff and the Class Members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

41. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

42. Defendants failed to pay Class Members minimum wages for all hours worked. Defendants had a consistent policy of misstating Class Members' time records and failing to pay Class Members for all hours worked. Class Members would work hours and not receive wages, including as alleged above in connection with off the clock work. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Class Members, to their detriment. For instance:

- (a) Plaintiff and Class Members were required to prepare for activities prior to clocking in so that they were ready to proceed upon shift start.
- (b) Plaintiff and Class Members were required, on occasion, to speak to or text

1 supervisors off-the-clock on their cellphones.

2 (c) On occasion, Plaintiff and Class Members were required to be on-call or “on
3 guard” from approximately 11:00 a.m. to 1:00 p.m. every day to see if they
4 were needed for a shift in the afternoon.

5 43. In California, employees must be paid at least the then applicable state minimum
6 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
7 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
8 timely pay its employees for all hours worked. Defendants failed to do so.

9 44. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
10 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
11 employees, and the payment of a less wage than the minimum so fixed is unlawful.”

12 45. The applicable minimum wages fixed by the commission for work during the
13 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

14 46. The minimum wage provisions of California Labor Code are enforceable by private
15 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
16 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
18 balance of the full amount of this minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney’s fees and costs of suit.”

20 47. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
21 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
22 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
23 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
24 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
25 be used as a credit against a minimum wage obligation.

26 48. In committing these violations of the California Labor Code, Defendants
27 inaccurately recorded, or required Class Members to input times that did not reflect their actual
28 hours worked, or calculated the correct time worked and consequently underpaid the actual time

1 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned
2 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
3 Commission requirements and other applicable laws and regulations. As a result of these violations,
4 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
5 1194.

6 49. California Labor Code § 1194.2 also provides for the following remedies: “In any
7 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
8 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
9 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

10 50. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
11 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
12 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
13 minimum wages.

14 51. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
15 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

16 52. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

19 53. Wherefore, Class Members are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
21 unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to
22 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
23 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
24 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
25 including § 558, and/or other applicable statutes.

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1 **SECOND CAUSE OF ACTION**

2 **MEAL PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 55. Class Members regularly worked shifts greater than five (5) hours. Pursuant to Labor
7 Code § 512 an employer may not employ someone for a shift of more than five (5) hours without
8 providing him or her with a meal period of not less than thirty (30) minutes.

9 56. As discussed above, Defendants failed to provide Class Members with meal periods
10 as required under the Labor Code. Defendants placed their needs over Class Members lawful meal
11 breaks and this resulted in Class Members not receiving legally compliant meal periods.

12 57. Moreover, Defendants failed to compensate Class Members for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
14 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
15 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
16 pay at the employee's regular rate of compensation for each workday that the meal period is not
17 provided. Defendants failed to compensate Class Members for each meal period not provided or
18 inadequately provided, as required under Labor Code § 226.7.

19 58. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
20 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
21 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
22 sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants,
23 and each of them, in a sum as provided by the Labor Code and other statutes.

24 **THIRD CAUSE OF ACTION**

25 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

27 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 60. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
2 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
3 minutes net rest time per four (4) work hours.

4 61. Class Members consistently worked consecutive four (4) hour shifts and were
5 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize
6 and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage
7 Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for each
8 consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely rest
9 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants placed
10 their needs over Class Members lawful rest breaks and this resulted in Class Members consistently
11 having to work through their scheduled rest breaks because the demands of the job would not avail
12 them the opportunity to take a lawfully uninterrupted and off-duty rest break. Thus, Class Members
13 were consistently denied of their rest breaks.

14 62. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
15 that if an employer fails to provide an employee a rest period in accordance with this section, the
16 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
17 for each workday that the rest period is not provided.

18 63. Defendants, and each of them, have therefore intentionally and improperly denied
19 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
20 applicable IWC Wage Orders.

21 64. Defendants failed to authorize and permit Class Members to take rest periods, as
22 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an
23 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
24 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

25 65. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
26 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
27 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
28 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each

of them, in a sum as provided by the Labor Code and/or other statutes.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS UNDER
LABOR CODE § 226(a)
(Against All Defendants)

66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

67. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

68. Defendants failed to provide Class Members with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements failed to accurately account for unpaid wages because their actual hours were under-reported due to off the clock work. Further, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided meal and rest periods.

69. Throughout the liability period, Defendants intentionally failed to furnish to Class Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory

1 requirements. Defendants knowingly and intentionally failed to provide Class Members with such
2 timely and accurate wage and hour statements.

3 70. Class Members suffered injury as a result of Defendants' knowing and intentional
4 failure to provide them with the accurate wage and hour statements as required by law and are
5 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
6 Defendants have failed to provide wage statements with accurate and complete information as
7 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members
8 cannot promptly and easily determine from the wage statement alone one or more of the following:
9 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
10 of the other information required to be provided on the itemized wage statement pursuant to items
11 (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from
12 gross wages to determine the net wages paid to the employee during the pay period, (iii) The name
13 and address of the employer and, (iv) The name of the employee and only the last four digits of his
14 or her social security number or an employee identification number other than a social security
15 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable
16 person [i.e. an objective standard] would be able to readily ascertain the information without
17 reference to other documents or information.

18 71. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code §
19 226(a), Class Members suffered injuries, including among other things confusion over whether they
20 received all wages owed them, the difficulty and expense involved in reconstructing pay records,
21 and forcing them to make mathematical computations to analyze whether the wages paid in fact
22 compensated them correctly for all hours worked.

23 72. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
24 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages
25 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
26 (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
27 thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

28 ///

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

74. Numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

75. Defendants failed to pay these Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

76. The wages withheld from these Class Members by Defendants remained due and owing for more than thirty (30) days from the date of separation from employment.

77. Defendants failed to pay Class Members without abatement, all wages as defined by applicable California law. Specifically, Class Members were not paid all regular wages because Defendants failed to pay for all hours worked by requiring off the clock work. Further, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

78. Defendants' failure to pay wages, as alleged entitles these Class Members to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES WHEN DUE UNDER LABOR CODE § 204
(Against All Defendants)

79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

80. Labor Code § 204 instructs that: "All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,

1 of any calendar month shall be paid for between the 16th and the 26th day of the month during
2 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
3 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
4 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
5 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
6 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
7 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
8 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
9 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
10 all wages earned by not more than seven calendar days following the close of the payroll period.

11 81. All wages due and owing to Plaintiff and the Class Members were therefore not
12 timely paid by Defendants, as addressed in detail above. Additionally, wages required by Labor
13 Code § 1194 and other sections became due and payable to each Class Member in each pay period
14 that he or she was not provided with a meal and/or rest period or paid straight wages to which he or
15 she was entitled.

16 82. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages
17 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
18 IWC Wage Orders, employers are required “to pay each employee, on the established payday for
19 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
20 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
21 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
22 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
23 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
24 20 of the applicable IWC Wage Orders.

25 83. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
26 represent they have been deprived of wages in amounts to be determined at trial, and they are entitled
27 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant
28 to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC

1 Wage Orders.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
4 **AND 1174.5**

5 **(Against All Defendants)**

6 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 85. California Labor Code § 1174 requires that all employers shall keep accurate time
9 and wage records for all employees. California Labor Code § 1174.5 further requires that any
10 employee suffering injury due to a willful violation of the aforementioned obligations may seek
11 damages, including civil penalties, from the employer.

12 86. During the course of Plaintiff's and Class Members' employment, Defendants
13 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
14 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper
15 wages and premium pay as discussed above.

16 87. Accordingly, Defendants are liable for civil penalties pursuant to the California
17 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

18 **EIGHTH CAUSE OF ACTION**

19 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**

20 **(Against All Defendants)**

21 88. Plaintiff re-alleges and incorporates all preceding paragraphs as though set forth in
22 full herein.

23 89. Under Labor Code § 2802(a) an employer must indemnify its employees for all
24 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
25 of his or her duties, or of his or her obedience to the directions of the employer.

26 90. Defendants have regularly required Class Members to incur business expenses in the
27 course of performing their required job duties for Defendants. For example, Class Members were
28 required to use their cellphones for texting and calling their supervisors, clients, and co-workers, as

well as checking their schedules and using GPS when travelling between job sites, for which Class Members were required to use their personal vehicles and were not reimbursed for mileage. These expenses incurred by Class Members were necessary and required of them in performing their assigned job duties. However, Class Members were not reimbursed for those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

91. As a result of the unlawful acts of Defendants, Class Members have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(Against All Defendants)

92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

93. Plaintiff, on behalf of himself, Class Members, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class Members and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

94. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

95. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of compensation for missed meal and rest periods, and failed to adequately compensate Class Members for all hours worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to

1 the applicable California Labor Code and Industrial Welfare Commission requirements in violation
2 of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
3 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
4 including restitution of wages wrongfully withheld.

5 96. Wage-and-hour laws express fundamental public policies. Paying employees their
6 wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies
7 of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce
8 minimum labor standards, to ensure that employees are not required or permitted to work under
9 substandard and unlawful conditions, and to protect law-abiding employers and their employees
10 from competitors who lower costs to themselves by failing to comply with minimum labor
11 standards.

12 97. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint Defendants have acted contrary to these public policies, have violated specific
14 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
15 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
16 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
17 guaranteed to all employees under the law.

18 98. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
19 the Business & Professions Code § 17200 *et seq.*

20 99. Defendants, by engaging in the conduct herein alleged, by failing to pay wages,
21 failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should
22 have known that their conduct was unlawful; therefore their conduct violates the Business &
23 Professions Code § 17200 *et seq.*

24 100. By the conduct alleged herein, Defendants have engaged and continue to engage in
25 a business practice which violates California and federal law, including but not limited to, the
26 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
27 Code including Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 512, 558, 558.1, 1174, 1174.5,
28 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, for which this Court should issue declaratory

1 and other equitable relief pursuant to California Business & Professions Code § 17203 as may be
2 necessary to prevent and remedy the conduct held to constitute unfair competition, including
3 restitution of wages wrongfully withheld.

4 101. As a proximate result of the above-mentioned acts of Defendants, Class Members
5 have been damaged, in a sum to be proven at trial.

6 102. Unless restrained by this Court Defendants will continue to engage in such unlawful
7 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
8 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
9 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
10 by the Business & Professions Code, including but not limited to the disgorgement of such profits
11 as may be necessary to restore Class Members to the money Defendants have unlawfully failed to
12 pay.

13 **TENTH CAUSE OF ACTION**

14 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

15 **(Against All Defendants)**

16 103. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 104. Plaintiff and the employees in the Class are also aggrieved employees as defined
19 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either
20 were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

21 105. In failing to pay Aggrieved Employees minimum wages, not providing proper meal
22 and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees
23 wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely
24 pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204.
25 Defendants also failed to maintain records showing accurate hours worked daily and the wages paid
26 to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC
27 Wage Orders.

28 106. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699

1 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including
2 the penalty provisions, without limitation, based, inter alia, on the following California Labor Code
3 sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
4 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2802, and 2698 *et seq.*

5 107. More specifically, after complying with the notice procedures of Labor Code §
6 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and
7 the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
8 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
9 including as follows:

10 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
11 earned regular pay and minimum wages for regular hours worked under Labor Code §§ 510,
12 1194(a), 1197, and 1198, and paragraphs 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage
13 Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§
14 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and
15 costs pursuant to Labor Code § 2699(g)(1);

16 (b) Meal, Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
17 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
18 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
19 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
20 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
21 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
22 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
23 pursuant to Labor Code § 2699(g)(1);

24 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
25 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
26 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
27 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
28 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),

226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

108. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

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- 1
- 2 (a) Any employer or other person acting on behalf of an employer who
- 3 violates, or causes to be violated, a section of this chapter or any provision
- 4 regulating hours and days of work in any order of the Industrial Welfare
- 5 Commission shall be subject to a civil penalty as follows: (1) For any initial
- 6 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
- 7 which the employee was underpaid in addition to an amount sufficient to recover
- 8 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
- 9 each underpaid employee for each pay period for which the employee was
- 10 underpaid in addition to an amount sufficient to recover underpaid wages...
- 11 (b) If upon inspection or investigation the Labor Commissioner determines that
- 12 a person had paid or caused to be paid a wage for overtime work in violation of any
- 13 provision of this chapter, or any provision regulating hours and days of work in any
- 14 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
- 15 citation. The procedures for issuing, contesting, and enforcing judgments for
- 16 citations or civil penalties issued by the Labor Commissioner for a violation of this
- 17 chapter shall be the same as those set out in Section 1197.1.
- 18 (c) The civil penalties provided for in this section are in addition to any other
- 19 civil or criminal penalty provided by law.

12 109. Plaintiff has exhausted his administrative remedies by submitting a certified letter to

13 the LWDA and Defendants on May 13, 2026 (LWDA-CM-1177307-26) addressing in detail the

14 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal

15 theories to support the alleged violations and requested penalties. The LWDA has not provided

16 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date

17 of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations

18 addressed herein and in the PAGA Notice letter and the original Complaint.

19 **RELIEF REQUESTED**

20 WHEREFORE, Plaintiff prays for the following relief:

- 21 1. For an order certifying this action as a class action;
- 22 2. For compensatory damages in the amount of the unpaid minimum wages for work
- 23 performed by Class Members from at least four (4) years prior to the filing of this action, as may be
- 24 proven;
- 25 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
- 26 thereon, from at least four (4) years prior to the filing of this action, according to proof;

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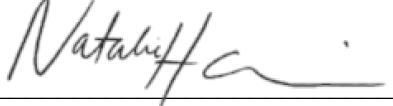
- 1 4. 0For compensatory damages in the amount of all unpaid wages, as may be proven;
- 2 5. For compensatory damages in the amount of the hourly wage made by Class
- 3 Members for each missed or deficient meal period where no premium pay was paid therefor from
- 4 four (4) years prior to the filing of this action, as may be proven;
- 5 6. For compensatory damages in the amount of the hourly wage made by Class
- 6 Members for each day requisite rest breaks were not provided or were deficiently provided where
- 7 no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
- 8 may be proven;
- 9 7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
- 10 8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were
- 11 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 12 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
- 13 for all class members in violation of Labor Code § 204, as may be proven;
- 14 10. For penalties pursuant to Labor Code §§ 1174.5 and 1198.5 for Class Members, as
- 15 may be proven;
- 16 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
- 17 for all Class Members in violation of Labor Code § 2802, as may be proven;
- 18 12. For restitution for unfair competition pursuant to Business & Professions Code
- 19 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 20 13. For an order enjoining Defendants and their agents, servants, and employees, and all
- 21 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
- 22 adumbrated in this Complaint;
- 23 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 24 15. For penalties under Labor Code § 558, as may be proven;
- 25 16. For other wages and penalties under the Labor Code as may be proven;
- 26 17. For all general, special, and incidental damages as may be proven;
- 27 18. For an award of pre-judgment and post-judgment interest;
- 28 19. For an award providing for the payment of the costs of this suit;

1 20. For an award of attorneys' fees; and

2 21. For such other and further relief as this Court may deem proper and just.

3
4 DATED: July 17, 2026

D.LAW, INC.

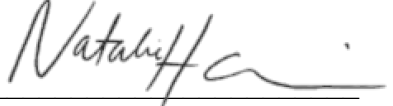
5
6 By: 
7 Natalie Haritonian
8 Eve Howe
9 Attorneys for Plaintiff ADAM ESPINOLA
10 and all others similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: July 17, 2026

D.LAW, INC.

By: 
Natalie Haritonian
Eve Howe
Attorneys for Plaintiff ADAM ESPINOLA
and all others similarly situated

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I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 250 N Madison Avenue 2nd Floor, Pasadena, CA 91101-1639, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

on the interested parties in this action, addressed as follows:

Agent for Service for Defendants

Shannel Halbo
3708 Ruffin Road
San Diego, Ca 92123

using the following service method(s):

_____ VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

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

Executed on July 17, 2026, at Pasadena, California.

Anuvir K Purewal
Anuvir Purewal