

J. GILL LAW GROUP, P.C.

Jasmin K. Gill (SBN 315090)

jasmin@jkgilllaw.com

Ashlie E. Fox (SBN 294407)

ashlie@jkgilllaw.com

William R. Denis (SBN 302706)

william@jkgilllaw.com

515 South Flower Street, Suite 1800

Los Angeles, California 90071

Tel: (213) 459-6023; Fax: (310) 728-2137

Attorneys for Plaintiff, PABLO CONTRERAS, as an aggrieved employee, and on behalf
of all other aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PABLO CONTRERAS, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

EVOLUTION HOSPITALITY EMPLOYEE
SERVICES LLC, a Delaware limited liability
company; EVOLUTION HOSPITALITY,
LLC, a California corporation; MARK
CHLOUPEK, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: **26STCV28272**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff PABLO CONTRERAS (“Plaintiff” or “Mr. Contreras”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against EVOLUTION HOSPITALITY EMPLOYEE SERVICES LLC, (“EVOLUTION HOSPITALITY EMPLOYEE SERVICES”), EVOLUTION HOSPITALITY, LLC (“EVOLUTION HOSPITALITY”), MARK CHLOUPEK (“CHLOUPEK”) and any of its respective subsidiaries or affiliated companies within the State of California, (EVOLUTION HOSPITALITY EMPLOYEE SERVICES, EVOLUTION HOSPITALITY, and CHLOUPEK, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3 232, 232.5, 245, *et seq.*, 432, 1102.5, 1197.5, 1198.5, and 2802, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

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

3. 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

1 causes of action complained of herein arose; the county in which the employment relationship
2 began; the county in which performance of the employment contract, or part of it, between Plaintiff
3 and Defendants was due to be performed; the county in which the employment contract, or part of
4 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
5 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
6 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
7 employ numerous Aggrieved Employees in Los Angeles County.

8 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
9 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
10 County of Los Angeles because Defendants transact business within this judicial district and conduct
11 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
12 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
13 where the defendants committed Labor Code violations against some of its employees].)

14 5. Based on information and belief, Plaintiff is an “aggrieved employee” under PAGA,
15 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
16 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
17 term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
18 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
19 (“PAGA”), as amended, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
20 aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

25 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
26 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 227.3 232, 232.5, 245, *et seq.*, 432,
27 1102.5, 1197.5, 1198.5, and 2802, among others.

28 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees

1 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
2 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
3 specified in Labor Code section 2699.3.

4 9. On or around June 30, 2026 Plaintiff provided written notice pursuant to Labor Code
5 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
6 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
7 by certified mail, with return receipt requested to Defendants, and each of them.

8 10. To the extent that any of the Defendants previously used the notice and cure
9 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
10 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
11 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
12 using the early evaluation conference process under Labor Code section 2699.3(f).

13 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
14 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
15 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
16 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

17 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
18 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
19 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
20 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
21 penalties pursuant to Labor Code section 2699(g)(1)-(3).

22 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
23 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
24 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
25 penalties pursuant to Labor Code section 2699(h)(1)-(3).

26 14. Insofar as the LWDA or a court has issued a finding or determination as to the
27 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
28 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code

1 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
2 have unlawfully committed some or all of the above-referenced Labor Code violations, said
3 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
5 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
6 serving of Plaintiff's PAGA Notice.

7 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
8 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
9 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
10 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
11 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
12 receipt of Plaintiff's PAGA Notice.

13 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the June 30, 2026, postmarked date of the herein-described notice sent by Plaintiff
16 to the LWDA and Defendants.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
20 California in violation of California state wage and hour laws as a result of, without limitation,
21 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over twelve (12)
22 hours per day, over forty (40) hours per week, and seven (7) straight work days in a work week
23 without paying them proper overtime and double time rate(s) of pay, as a result of, without
24 limitation, failing to accurately track and/or pay for all minutes and hours actually worked at the
25 proper overtime and double time rate(s) of pay; engaging, suffering, or permitting employees to
26 work off the clock and/or being subject to Defendants' control, including, without limitation, by
27 requiring Plaintiff and other Aggrieved Employees: to complete pre-shift tasks before clocking in;
28 to don and doff uniforms off the clock, to clock out for meal periods and continue working and/or

1 suffering under Defendant's control; to make or respond to telephone calls and/or text messages off
2 the clock, including during meal periods; failing to include all forms of remuneration, including
3 non-discretionary bonuses, incentive pay and other forms of remuneration into the regular rate of
4 pay for the pay periods where overtime was worked and the additional compensation was earned
5 for the purpose of calculating the overtime rate of pay; and, editing and/or deducting of time from
6 time entries to show less hours than actually worked, all to the detriment of Plaintiff and other
7 Aggrieved Employees.

8 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
9 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
10 worked or otherwise under Defendants' control as a result of, without limitation, failing to
11 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
12 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock
13 and/or be subject to Defendants' control, including, without limitation; requiring Plaintiff and other
14 Aggrieved Employees: to complete pre-shift tasks before clocking in; to don and doff uniforms off
15 the clock, to clock out for meal periods and continue working and/or suffering under Defendant's
16 control; to make or respond to telephone calls and/or text messages off the clock, including meal
17 periods; editing and/or deducting of time from time entries to show less hours than actually worked;
18 all to the detriment of Plaintiff and other Aggrieved Employees.

19 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
21 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
22 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
23 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
24 providing timely meal periods; failing to provide first and second meal periods altogether; providing
25 short meal periods; requiring that employees carry cellular telephones and respond to
26 communications during meal periods; auto-deducting meal periods that could not be auto-deducted
27 by law or during which employees worked; and otherwise requiring on-duty/on-call meal periods;

28 ///

1 and failing to provide compensation for such unprovided meal periods as required by California
2 wage and hour laws.

3 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
5 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
6 completely relieved of all of their duties, including, without limitation: by failing to provide rest
7 periods all together; interrupting them; not providing them in a timely fashion; not permitting
8 employees to leave the premises; and otherwise requiring on-duty/on-call rest periods; and failing
9 to provide compensation for such unprovided rest periods as required by California wage and hour
10 laws.

11 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
13 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
14 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
15 wages.

16 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
18 labor performed in a timely fashion as required under Labor Code section 204.

19 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
21 including, without limitation, for the purchase and maintenance of mandatory work uniforms;
22 laundering of mandatory work uniforms separately from their regular clothes; the purchase of work
23 tools; and purchase and maintenance of cellular phones and cellular phone plans, in direct
24 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
25 as required by Labor Code section 2802, and other statutory and common law offenses.

26 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
28 accurate time records including wage statements and similar payroll documents under Labor Code

1 section 226, documents signed to obtain or hold employment under Labor Code section 432,
2 personnel records under Labor Code section 1198.5, and time records under Labor Code section
3 1174, making it difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid
4 wages and/or premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

5 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
7 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
8 rates in effect during the pay period and the corresponding number of hours worked at each hourly
9 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
10 thereof, Defendants have, on occasion, failed to furnish employees with an accurate calculation of
11 gross and net wages earned, as well as gross and net wages paid.

12 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
13 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
14 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
15 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
16 Code sections 201, 202, and 203.

17 27. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
19 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other aggrieved
20 employees with the rates of pay and overtime rates of pay applicable to their employment,
21 allowances claimed as part of the minimum wage, the regular payday designated by Employer, the
22 name of the employer, including any "doing business as" names used, the name, address and
23 telephone number of the workers' compensation insurance carrier, information regarding paid sick
24 leave, and other pertinent information required to be disclosed by Employer under Labor Code
25 section 2810.5. Plaintiff is informed and believes that failure to provide such information, including
26 rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were
27 not agreed upon and violate minimum wage and overtime wage laws in California, to the detriment
28 of Plaintiff and other Aggrieved Employees.

1 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing to provide Plaintiff and other aggrieved employees with all rights afforded to them under the
3 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*,
4 including, without limitation, the amount of paid sick leave required to be provided pursuant to
5 California and local laws. Plaintiff is further informed and believes that the sick pay was not
6 provided at the proper regular rate of pay as required under California law due to failure to properly
7 calculate the regular rate. Plaintiff is further informed and believes that Employer also did not permit
8 its use upon request by Plaintiff and other aggrieved employees as contemplated under California
9 and local laws, to the detriment of Plaintiff and other Aggrieved Employees.

10 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
12 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
13 any calendar month shall be paid for between the 16th and 26th day of the month during which the
14 labor was performed, and labor performed between the 16th and the last day, inclusive of any
15 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
16 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
17 seven (7) calendar days following the close of the payroll period in which wages were earned.

18 30. Defendants had and have a policy or practice of preventing Plaintiff and other
19 Aggrieved Employees from disclosing the skills, knowledge and experience they obtained at
20 Defendants for purposes of competing with Defendants, including, without limitation, preventing
21 Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective
22 employer, and from disclosing who else works at Defendants and under what circumstances that
23 they might be receptive to an offer from a rival employer. As such, Plaintiff is informed and believes
24 that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue
25 thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and
26 1197.5, subdivision (k).

27 31. Defendants had and have a policy or practice of preventing Plaintiff and/or other
28 aggrieved employees from disclosing violations of state and federal law, either within Employer to

1 their managers or outside Employer to private attorneys or government officials, among others, in
2 violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code
3 section 1102.5. In addition, Plaintiff is informed and believes that these policies and/or practices
4 prevent Plaintiff and/or other aggrieved employees from disclosing information about unsafe or
5 discriminatory working conditions, or about wage and hour violations in violation of Labor Code
6 section 232 and 232.5.

7 32. Defendants had and have a policy or practice of preventing Plaintiff and/or other
8 aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state
9 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
10 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
11 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
12 Plaintiff and/or other aggrieved employee's constitutional rights of freedom of speech and economic
13 liberty.

14 33. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
15 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
16 violate the California Labor Code as described above, including on behalf of Plaintiff and other
17 Aggrieved Employees pursuant to PAGA.

18 **PARTIES**

19 **A. Plaintiff**

20 34. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
21 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
22 exempt employee, with duties that included, but were not limited to, providing customer service for
23 banquets, such as cleaning tables for special events. Plaintiff is informed and believes, and based
24 thereon alleges, that Plaintiff worked for Defendants from approximately 1992 through at least
25 September 2025.

26 **B. Defendants**

27 35. Plaintiff is informed and believes and based thereon alleges that defendant
28 EVOLUTION HOSPITALITY EMPLOYEE SERVICES is and at all times relevant hereto was, a

1 limited liability company organized authorized, and licensed to do business in the State of
2 California. At all relevant times herein, defendant EVOLUTION HOSPITALITY EMPLOYEE
3 SERVICES employed Plaintiff and similarly aggrieved employees within the State of California.

4 36. Plaintiff is informed and believes and based thereon alleges that defendant
5 EVOLUTION HOSPITALITY is and at all times relevant hereto was, a corporation organized
6 authorized, and licensed to do business in the State of California. At all relevant times herein,
7 defendant EVOLUTION HOSPITALITY employed Plaintiff and similarly aggrieved employees
8 within the State of California.

9 37. Plaintiff is informed and believes and based thereon alleges that defendant
10 CHLOUPEK is and at all times relevant hereto was, an individual residing in the State of California.
11 At all relevant times herein, defendant CHLOUEPEK is and was the principal, owners, officer,
12 director, partner and/or managing agent of EVOLUTION HOSPITALITY SERVICES and/or
13 EVOLUTION HOSPITALITY and employed Plaintiff and similarly aggrieved employees within
14 the State of California.

15 38. Plaintiff is informed and believes and based thereon alleges that defendant
16 EVOLUTION HOSPITALITY EMPLOYEE SERVICES, EVOLUTION HOSPITALITY, and
17 CHLOUPEK are, and at all times relevant hereto were, “person(s)” as defined in Labor Code section
18 17 and Cal. Bus. & Prof. Code § 17201.

19 39. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
21 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
24 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
25 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
26 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
27 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
28 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the

1 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
2 include HAMMER and SINGH, and any of its parents, subsidiaries, or affiliated companies within
3 the State of California, as well as DOES 1 through 100 identified herein.

4 **FIRST CAUSE OF ACTION**

5 **(Violation of PAGA – Against All Defendants)**

6 40. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
7 and incorporates each by reference as though fully set forth hereat.

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

9 41. At all relevant times herein, Labor Code section 204, requires and required that:
10 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
11 between the 16th and 26th day of the month during which the labor was performed, and labor
12 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
13 between the 1st and 10th day of the following month” and for payroll periods such as those that are
14 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
15 the close of the payroll period in which wages were earned.

16 42. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
17 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
18 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
19 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
20 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
21 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
22 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

23 43. At all relevant times herein, Defendants have had a consistent policy or practice of
24 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
25 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged
26 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
27 entitled to recover civil penalties for Defendants’ violations of Labor Code section 204, in the
28 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per

1 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
2 violation in connection with each payment that was made in violation of Labor Code section 204 as
3 well as injunctive relief.

4 Civil Penalties Under Labor Code § 226.3

5 44. Defendants had and have a policy or practice of failing to comply with Labor Code
6 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
7 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
8 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate; and other such information as required
10 by Labor Code section 226, subdivision (a).

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

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

18 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
19 and have a policy or practice of failing to furnish non-exempt employees, including, without
20 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
21 total hours worked; net wages earned; all deductions; all applicable hourly rates in effect during the
22 pay period and the corresponding number of hours worked at each hourly rate; and other such
23 information as required by Labor Code section 226, subdivision (a) as alleged herein.

24 48. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
25 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
26 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
27 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
28 period for each subsequent violation.

1 Violation of Labor Code § 558

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

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
7 for each pay period for which the employee was underpaid in addition to an amount sufficient to
8 recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to an amount
11 sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee.

14 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
16 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
17 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
18 their employment and after their employment separation, receive accurate, itemized wage
19 statements, to be provided with the opportunity to inspect employment records, be provided with
20 notice as required under Labor Code section 2810.5, be provided with the proper accrual and use of
21 paid sick leave, and/or be paid out all paid time off and/or vested vacation wages owed at the proper
22 rate of pay.

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

28 ///

Violation of Labor Code § 1174.5

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

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

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

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

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

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

7 Violation of Labor Code § 1197.1

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

14 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
15 for each underpaid employee for each pay period for which the employee is underpaid. This amount
16 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
17 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

18 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
19 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
20 regardless of whether the initial violation is intentionally committed. This amount shall be in
21 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
22 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
24 Section 203, recovered pursuant to this section shall be paid to the affected employee."

25 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
27 minimum wages for all hours worked or otherwise under Defendants' control as a result of, without
28 limitation, failing to accurately track and/or pay for all minutes and hours actually worked at their

1 regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees
2 to work off the clock and/or be subject to Defendants' control, including, without limitation;
3 requiring Plaintiff and other Aggrieved Employees: to complete pre-shift tasks before clocking in;
4 to don and doff uniforms off the clock, to clock out for meal periods and continue working and/or
5 suffering under Defendant's control; to make or respond to telephone calls and/or text messages off
6 the clock, including meal periods; editing and/or deducting of time from time entries to show less
7 hours than actually worked; all to the detriment of Plaintiff and other Aggrieved Employees.

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

14 Civil Penalties Under Labor Code § 2699

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

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

24 63. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
25 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
27 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

28 64. Moreover, Plaintiff and other Aggrieved Employees within the State of California

1 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
2 connection with their herein-described claims for civil penalties.

3 **PRAYER**

4 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
5 judgment against Defendants as follows:

- 6 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
7 1174.5, 1197.1, and 2699;
- 8 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
- 9 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
10 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- 11 C. Pre-judgment and post-judgment interest;
- 12 D. For costs of suit incurred herein; and
- 13 E. Such other and further relief as the Court deems just and proper.

14
15
16 Dated: September 4, 2026

J. GILL LAW GROUP, P.C.

17
18 BY: /s/ William R. Denis

JASMIN K. GILL

19 ASHLIE E. FOX

WILLIAM R. DENIS

20 Attorneys for Plaintiff PABLO
21 CONTRERAS, as an aggrieved employee, and
22 on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,