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Attorneys for Plaintiff JUSTIN GONZALEZ,
on behalf of himself and current and former aggrieved employees

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

JUSTIN GONZALEZ, on behalf of himself and
current and former aggrieved employees,

Plaintiff,

vs.

SIMMZYS LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **26STCV27722**

PAGA ACTION

**PLAINTIFF JUSTIN GONZALEZ'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff JUSTIN GONZALEZ ("Plaintiff"), who alleges and complains
against Defendant SIMMZYS LLC and DOES 1 to 100, inclusive (collectively "Defendants") as
follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former employees of Defendants who worked as hourly non-exempt
employees in California ("aggrieved employees") at any time since June 26, 2025 and continuing
into perpetuity ("relevant time period") seeking civil penalties associated with Defendants' violation

1 of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage
2 and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the
3 proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal
4 periods or pay meal period premium wages; failure to authorize or permit all legally required and/or
5 compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely
6 produce requested employment records; indemnification for all necessary expenditures or losses
7 incurred by employees in direct consequence of discharging their duties; failure to pay wages for
8 accrued paid sick time at the regular rate of pay; failure to pay accrued and vested vacation and/or
9 paid-time-off (PTO) wages; statutory penalties for failure to provide accurate wage statements;
10 statutory waiting time penalties in the form of continuation wages for failure to timely pay
11 employees all wages due upon separation of employment.
12

13 2. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
14 Defendants during the relevant time period and suffered the Labor Code violations set forth herein,
15 even if not the exact same manner as other aggrieved employees. Plaintiff experienced these
16 violations personally, as well as is informed and believes other aggrieved employees did as well.
17 Plaintiff seeks civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1)
18 and costs brought on behalf of Plaintiff, the State of California, and others aggrieved for Defendants'
19 violations of the aggrieved employees' rights during the relevant time period.
20

21 **II. JURISDICTION AND VENUE**

22 3. This Court has jurisdiction over the claims of Plaintiff and all other current and
23 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
24 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
25 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
26 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
27 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
28 aggrieved California-based hourly non-exempt employees occurred in locations throughout

1 California, including but not limited to Los Angeles County.

2 4. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees,
3 such as Plaintiff, on behalf of Plaintiff and other current and former aggrieved employees within the
4 relevant time period to bring a civil action to recover civil penalties pursuant to the procedures
5 specified in the Labor Code section 2699.3.

6 5. On or around June 26, 2026, Plaintiff provided written notice pursuant to Labor Code
7 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violations
8 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
9 to Defendants.

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

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

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

24 9. In the event that Defendants, or either of them, is/are determined to have, prior to
25 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
26 and/or his counsel, adequately taken all reasonable steps to be in compliance with all provisions
27
28

1 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
2 2699(g)(1)-(3).

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

7 11. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the June 26, 2026, postmarked date of the herein-described notice sent by Plaintiff
10 to the LWDA and Defendants.
11

12 **III. PARTIES**

13 1. Plaintiff brings this action as a representative of the Labor and Workforce
14 Development Agency on behalf of himself and other current and former employees subject to
15 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
16 filed include current, former and/or future employees of Defendants who work, worked, or will work
17 for Defendants as direct employees as well as temporary employees employed through temp
18 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
19 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
20 Defendants in an hourly position at Defendants' locations in California since approximately 2004
21 until on or about May 2026.
22

23 2. Plaintiff is informed and believes and thereon alleges that Defendant SIMMZYS
24 LLC is authorized to do business within the State of California and is doing business in the State of
25 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
26 acting on behalf of Defendant SIMMZYS LLC in the establishment of, or ratification of, the
27 aforementioned illegal wage and hour practices or policies. Defendant SIMMZYS LLC operates in
28 Los Angeles County and employed Plaintiff and putative class members in Los Angeles County,

including but not limited to, at 229 Manhattan Beach Blvd, Manhattan Beach, CA 90266.

3. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff sues said defendants by said fictitious names and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

4. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

**(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and
Other Current and Former Aggrieved Employees)**

5. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1194, 1197, 1198, 1198.5, 2802, and the applicable Wage Orders.

7. Specifically, Defendants have committed the following violations of California Labor Code:

8. **Failure to pay wages for all hours worked at the legal minimum wage:**

Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or

1 indirectly, performing services which inure to the benefit of the employer.

2 9. Labor Code sections 1194 and 1197 require an employer to compensate employees
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
4 Wage Orders.

5 10. In this case, Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees worked more minutes per shift than Defendants credited them with having
7 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
9 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
10 to:
11

12 (a) At times, failing to pay Plaintiff and similarly aggrieved employees all minimum
13 wages as Plaintiff and similarly aggrieved employees were unable to take off duty,
14 thirty- minute, uninterrupted meal periods, often being forced to work through part
15 or all their unpaid meal periods, resulting in significant unpaid wages for time spent
16 working for Defendants.

17 (b) At times, failing to pay Plaintiff and similarly situated aggrieved employees all
18 minimum wages as Defendants implemented a time-rounding system that, as applied,
19 systematically deprived Plaintiff and similarly situated aggrieved employees of
20 compensable time because the time-rounding system implemented by Defendants
21 understated the actual compensable work time. At times, Defendants adjusted
22 Plaintiff’s and similarly aggrieved employees’ time entries and/or instructed them to
23 record only scheduled beginning and end times of their shifts rather than the actual
24 times they began and stopped working, resulting in understating the actual time
25 worked and the underpayment of minimum wages owed to Plaintiff and similarly
26 situated aggrieved employees.
27

28 (c) At times failing to compensate Plaintiff and similarly situated employees for all hours

1 worked, including time spent performing off-the-clock work before clocking in and
2 after clocking out. Specifically, Plaintiff and similarly situated employees were
3 required to don their uniforms before clocking in at the start of their shifts and to doff
4 their uniforms after clocking out for meal periods. They were further required to re-
5 don their uniforms before clocking back in following meal periods and to repeat the
6 donning and doffing process at the conclusion of their shifts. Despite requiring these
7 activities, exercising control over employees during such time, and benefiting from
8 the work performed, Defendants failed to compensate Plaintiff similarly situated
9 employees for the time spent donning and doffing their uniforms. As a result,
10 Defendants failed to pay Plaintiff and similarly situated employees all minimum
11 wages owed for hours worked.
12

13 11. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
14 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
15 control without paying wages for that time. This resulted in Plaintiff and other current and former
16 aggrieved California-based hourly non-exempt employees working time for which they were not
17 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
18 Wage Order.

19 12. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
20 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
21 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).
22

23 13. **Failure to pay wages for overtime hours worked at the overtime rate of pay**
24 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many of
25 their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer
26 is required to pay hourly employees for all "hours worked," which includes all time that an employee
27 is under control of the employer and all time the employee is suffered and permitted to work. This
28 includes the time an employee spends, either directly or indirectly, performing services that inure to

1 the benefit of the employer.’

2 14. Labor Code sections 510 and 1194 require an employer to compensate employees a
3 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
4 hours in a workweek, and on any seventh consecutive day of work in a workweek:

5 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
6 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
7 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
8 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
9 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee.

10 Labor Code section 510.

11 15. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
12 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
13 to Defendants’ policies, practices, and/or procedures including, but not limited to:

14 (a) At times, failing to pay Plaintiff and similarly aggrieved employees all overtime
15 wages as Plaintiff and similarly aggrieved employees were consistently unable to take off
16 duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or
17 all their unpaid meal periods, resulting in significant unpaid wages for time spent working
18 for Defendant.

19 (b) At times, failing to pay Plaintiff and similarly aggrieved employees all overtime
20 wages as Defendants implemented a time-rounding system that, as applied, systemically
21 deprived Plaintiff and similarly aggrieved employees of compensable time because the
22 time-rounding system implemented by Defendants understated actual compensable work
23 time. Defendants adjusted Plaintiff’s and similarly aggrieved employees’ time entries and
24 or instructed them to record only the scheduled beginning and end times of their shifts rather
25 than the actual times they began and stopped working, resulting in understating actual time
26 worked and the underpayment of overtime owed to Plaintiff and similarly aggrieved
27 employees.
28

1 (c) At times, failing to incorporate all non-discretionary remuneration into the regular
2 rate of pay used to calculate the owed overtime rate, resulting in the miscalculation and
3 underpayment of overtime wages owed to Plaintiff and similarly aggrieved employees.

4 (d) At times failing to compensate Plaintiff and similarly situated employees for all hours
5 worked, including time spent performing off-the-clock work before clocking in and after
6 clocking out. Specifically, Plaintiff and similarly situated employees were required to don
7 their uniforms before clocking in at the start of their shifts and to doff their uniforms after
8 clocking out for meal periods. They were further required to re-don their uniforms after
9 clocking back in following meal periods and to repeat the donning and doffing process at
10 the conclusion of their shifts. Despite requiring these activities, exercising control over
11 employees during such time, and benefiting from the worked performed, Defendants failed
12 to compensate Plaintiff and similarly situated employees for the time spent donning and
13 doffing their uniforms. As a result, Defendants failed to pay Plaintiff and similarly situated
14 employees all overtime wages owed for hours worked.

15
16 16. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
17 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
18 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 17. The foregoing policies, practices, and/or procedures resulted in time during each
20 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
21 employees were under the control of Defendants but were not compensated. To the extent that the
22 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
24 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
25 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
26 sections 510, 1194 and 1198, and the applicable Wage Order.

27
28 18. **Failure to pay wages to hourly non-exempt employees for workdays that**

1 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
2 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
4 shifts of more than ten (10) hours in length.

5 19. California law requires an employer to authorize or permit an employee an
6 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
7 all duties and the employer relinquishes control over the employee's activities prior to the
8 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 5 at §11;
9 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
10 an employee for a work period of more than ten (10) hours per day without providing the employee
11 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
12 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
13 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
14 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
15 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

17 20. If an employer fails to provide an employee a meal period in accordance with the
18 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
19 for each workday that a legally required and compliant meal period was not provided. Labor Code
20 sections 226.7 and 1198; Wage Order 5 at §11.

21 21. In this case, Defendants failed to authorize or permit legally required and compliant
22 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
23 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
24 limited to:

- 25 (a) At times, Plaintiff and similarly aggrieved employees were unable to take
26 timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
27 late meal periods and/or work through part or all their meal periods due to the nature
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1 and constraints of their job duties/lack of relief workers available and or commentary
2 from supervisors pressuring them to take non-compliant breaks or skip breaks
3 completely.

4 (b) At times, Plaintiff and similarly aggrieved employees were instructed by their
5 supervisors to take late meal periods and or work through part or all of their meal
6 periods when the plant was busy. Plaintiff and similarly aggrieved employees were
7 instructed to clock out thirty minutes for these missed or improper meal periods but
8 to continue working/remain on duty.

9 (c) At times, Plaintiff and similarly aggrieved employees were not provided
10 second meal periods despite regularly working shifts of at least ten hours (10) hours
11 and thus being entitled to a second 30-minute, duty free, uninterrupted meal period
12 before the end of the tenth hour of work. Per Defendants' unlawful meal period
13 policy and practice, Defendants only provided a single meal period per shift,
14 regardless of the number of hours worked, and even this single meal period would
15 often be cut short, interrupted, late, worked through, and or on duty due to the nature
16 and constraints of Plaintiff's and similarly aggrieved employees' job duties, lack of
17 relief workers available and or pressure from supervisors to take non-compliant meal
18 breaks or skip meal breaks completely.

19 (d) At times, Defendants failed to permit Plaintiff and similarly aggrieved
20 employees to leave Defendants' premises during their meal periods in violation of
21 California law.

22 (e) At times, Defendants failed to pay Plaintiff and similarly aggrieved
23 employees all meal period premiums earned for noncompliant meal periods.

24 (f) At times, failing to incorporate all non-discretionary remuneration, including
25 but not limited to, multiple base rates of pay and/or other non-discretionary pay into
26 the regular rate of pay used to calculate Plaintiff's and similarly aggrieved
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employees' meal period premium rates owed to Plaintiff and similarly aggrieved employees.

22. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

23. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays during which Defendants did not provide them with meal periods in compliance with California law.

24. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods and/or failure to pay rest period premium:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

26. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 5 at §12. Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 5 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 5 at §12. Additionally, the rest period requirement ""obligates employers to permit –

1 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
2 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
3 duties and relinquish control over how employees spend their time. *Id.*

4 27. If the employer fails to authorize or permit a required rest period, the employer must
5 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
6 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
7 Order 5 at § 12.

8 28. In this case, Defendants failed to authorize or permit all legally required and
9 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
10 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
11 limited to:

12 (a) At times, Defendants failed to authorize Plaintiff and similarly aggrieved employees
13 to take rest periods at a rate of every four (4) hours worked or major fraction thereof.

14 (b) At times, Plaintiff and similarly aggrieved employees were not adequately informed,
15 authorized, instructed about, nor permitted an opportunity to take proper rest breaks
16 per California law.

17 (c) At times, Plaintiff’s and similarly aggrieved employees’ rest periods were
18 interrupted, cut short, on duty, and/or late due to the nature and constraints of
19 Plaintiff’s and similarly aggrieved employees’ job duties or commentary from
20 supervisors pressuring them to skip rest breaks completely or take non-compliant rest
21 breaks.

22 (d) At times, Defendants pressured Plaintiff and similarly aggrieved employees to
23 complete their work duties according to a designed schedule such that rest breaks
24 were only taken once jobs were completed/as time permitted.

25 (e) At times, Plaintiff and similarly aggrieved employees were not provided third rest
26 periods despite consistently working shifts of ten hours or more and thus being
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entitled to a third duty-free, paid rest period per each shift of more than ten hours. Plaintiff and similarly aggrieved employees were not always provided compliant first, second nor third rest periods. Per Defendants' unlawful rest period policy and practice, Plaintiff and similarly aggrieved employees were only permitted two rest periods per shift, regardless of the number of hours worked, and even those purportedly allowed rest periods were typically worked through/on duty or otherwise noncompliant with California law.

(f) Defendants had no policy in place nor instruction as to the taking, timing, or duty-free nature of rest periods.

(g) At times, Defendants did not permit Plaintiff and similarly aggrieved employees to leave Defendants' premises during their rest periods in violation of California law.

(h) Defendants failed to pay Plaintiff and similarly aggrieved employees a rest period premium for missed/improper rest period in violation of California law.

(i) At times, failing to incorporate all non-discretionary remuneration, including but not limited to, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate Plaintiff's and similarly aggrieved employees' rest period premium rates owed to Plaintiff and similarly aggrieved employees.

29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

30. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

1 31. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
2 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
3 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 32. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
5 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
6 accrued paid sick time.

7 33. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
8 who...works in California for the same employer for 30 or more days within a year from the
9 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
10 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
11 at the commencement of employment. Labor Code section 246(b).

12 34. Here, Plaintiff and other current and former aggrieved California-based hourly non-
13 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
14 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiffs and other
15 current and former aggrieved California-based hourly non-exempt employees who were employed
16 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
17 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
18 by Labor Code section 246(b).

19 35. In this case, Plaintiff alleges that when he and other current and former aggrieved
20 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
21 pay them sick time wages at the proper sick time rate of pay due to Defendants’ failure to include
22 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
23 policy, practice, and/or procedure of failing to include all remuneration when calculating Plaintiff
24 and other current and former aggrieved California-based hourly non-exempt employees’ regular rate
25 of pay for the purpose of paying sick time. Plaintiff also believes these failures were malicious,
26 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
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1 Code section 2699(f)(2)(B)(ii).

2 36. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
3 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
4 exempt employees' paid sick days, in violation of Labor Code section 246.

5 37. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
6 Defendants would further be liable for civil penalties pursuant to Labor Code section
7 2699(f)(2)(B)(ii).

8 38. **Failure to pay accrued and vested vacation and/or PTO wages upon separation:**
9 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees accrued paid vacation time and/or personal time off
11 ("PTO").

12 39. Labor Code section 227.3 states in relevant part "...whenever a contract of
13 employment or employer policy provides for paid vacations, and an employee is terminated without
14 having taken off his vested vacation time, all vested vacation shall be paid to her as wages at his
15 final rate in accordance with such contract of employment or employer policy respecting eligibility
16 or time served...." Given this, vacation/PTO wages are deferred wages that vest once accrued and
17 an employer must pay its employees all unused vested vacation/PTO at the time of termination at
18 the employees' final rate of pay.

19 40. In this case, Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.
21 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
22 failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation
23 of Labor Code section 227.3.

24 41. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
25 Defendants would further be liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

1 42. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
2 **Employment:** California law requires that every employer must indemnify its employees for all
3 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
4 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
5 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

6 43. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
7 and other current and former aggrieved California-based non-exempt hourly employees' necessary
8 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed
9 policies, practices, and/or procedures included, but not limited to:

11 (a) Failing to reimburse Plaintiff and other similarly aggrieved employees for all out-of-
12 pocket expenses incurred during the course of his employment, including but not
13 limited to, reimbursement for the use of his cellular phone for work purposes and
14 reimbursement for uniform expenses.

15 44. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
16 aggrieved employees would not receive indemnification for their employment related expenses.
17 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
18 compliance with California law.

19 45. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
20 employment related expenses, including but not limited to costs related to use of their personal cell
21 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

22 46. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
23 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
24 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 47. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
27 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
28

1 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
2 employee whose compensation is solely based on a salary and who is exempt from payment of
3 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
4 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
5 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
6 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
7 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
8 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.”

11
12 48. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees all wages
14 earned (including minimum wages, overtime wages, reporting time pay, meal period premium
15 wages, and/or rest period premium wages) rendered Plaintiff’s and other current and former
16 aggrieved California-based hourly non-exempt employees’ wage statements inaccurate, in violation
17 of Labor Code section 226(a)(1, 2, 5 & 9).

18 49. Plaintiff believes these failures were willful and intentional.

19 50. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
20 Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

22
23 51. **Failure to pay employees all wages due at time of termination/resignation:** An
24 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
25 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
26 hours of resignation (Labor Code section 202).

27 52. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all

1 their earned wages (including minimum wages, overtime wages, reporting time pay, meal period
2 premium wages, and/or rest period premium wages), Defendants failed to pay those employees
3 timely after each employee's termination and/or resignation, in violation of Labor Code sections
4 201, 202, and 203.

5 53. Plaintiff believes these failures were willful and intentional.

6 54. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 55. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
10 on behalf of himself or herself and other current or former employees, to bring a civil action to
11 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
12 section 2699.3.

13 56. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
14 section 2699.3. On April 29, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and
15 provided notice to Defendants by certified mail which provided notice of the specific provisions of
16 the Labor Code alleged to have been violated, including the facts and theories to support the
17 violations alleged.

18 57. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
22 to investigate Plaintiff's claims.

23 58. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512,
25 1194, 1197, 2802, During Plaintiff's employment and continuing through the present, preceding
26 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
27
28

1 amounts:

2 a. For violations of Labor Code sections 201, 202, 203, 226, 226.7, 1194, 1197,
3 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
4 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
5 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

6 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
7 dollars (\$250) for each employee for each pay period for the initial violation, and for each
8 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period
9 [penalty amounts established by Labor Code section 226.3].
10

11 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
12 employee for each pay period for the initial violation, and for each subsequent violation, one
13 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
14 established by Labor Code section 558].

15 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
16 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
17 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
18 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
19 section 210].
20

21 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
22 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
23 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
24 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
25 section 225.5].

26 59. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
27 reasonable attorneys' fees and costs in connection with his claims for civil penalties.
28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
3 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

4 **ON THE FIRST CAUSE OF ACTION:**

5 1. That Defendants be found to have violated the provisions of the Labor Code and the
6 IWC Wages Orders as to the Plaintiff and aggrieved employees;

7 2. For any and all legally applicable penalties during the relevant statute of limitations
8 subject to any permissible tolling, including but not limited to those recoverable under the California
9 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

10 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
11 under California Labor Code section 2699(g); and

12 4. For such and other further relief, in law and/or equity, as the Court deems just or
13 appropriate.
14

15
16 Dated: August 31, 2026,

Respectfully submitted,
17 **THE WORK JUSTICE FIRM**

18 By: /s/ Brent Marlis
19 Brent Marlis, Esq.
20 Saima A. Gipson, Esq.
21 Attorneys for PLAINTIFF
JUSTIN GONZALEZ, on behalf of himself and
22 current and former aggrieved employees.
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