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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

ANTHONY MORENO, individually,

Plaintiff,

v.

ROSS DRESS FOR LESS, INC., a Virginia
 corporation; ROSS STORES, INC., a Delaware
 corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV192559

**FIRST AMENDED NON-
 REPRESENTATIVE INDIVIDUAL
 COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff Anthony Moreno (“Plaintiff”), on information and belief each allege individual
2 claims as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiff bring this action against Defendants Ross Dress for Less, Inc. and Ross
5 Stores, Inc., and DOES 1 through 50 (hereinafter collectively referred to as “Defendants”) for
6 California Labor Code violations and unfair business practices stemming from Defendants’ failure
7 to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal
8 periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to
9 furnish accurate wage statements, and failure to indemnify Plaintiff for employment-related
10 expenditures.

11 2. Plaintiff individually brings the First through Eighth Causes of Action against
12 Defendants. Plaintiff was employed by Defendants in California as hourly paid or non-exempt
13 employees during the statute of limitations period applicable to the claims pleaded here.

14 3. Plaintiff brings the Ninth Cause of Action as a representative action under the Labor
15 Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover civil
16 penalties that are owed to Plaintiff, the State of California, and past and present non-exempt
17 employees employed by Defendants in the State of California during the statute of limitations
18 period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

19 4. Defendants own/owned and operate/operated an industry, business, and
20 establishment within the State of California, including Alameda County. As such and based upon
21 all the facts and circumstances incident to Defendants’ business in California, Defendants are
22 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
23 (“IWC”), and the California Business & Professions Code.

24 5. Despite these requirements, throughout the statutory period, Defendants maintained
25 a systematic, company-wide pattern and practice of:

- 26 (a) Failing to pay Plaintiff for all hours worked, including all minimum, straight
27 time, and overtime in compliance with the California Labor Code and IWC
28 Wage Orders;

- (b) Failing to provide Plaintiff with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit Plaintiff to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay Plaintiff all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failing to provide Plaintiff with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,
- (f) Failing to indemnify Plaintiff for expenditures incurred in direct discharge of duties of employment.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

8. Plaintiff Anthony Moreno is a resident of Perris, California who worked for Defendants in Riverside County, California as an hourly-paid, non-exempt employee from approximately September 2022 to approximately June 2025.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants Ross Dress for Less, Inc. and Ross Stores, Inc. are, and at all times herein mentioned, were:

(a) Business entities conducting business in numerous counties throughout the State of California, including Alameda County; and,

(b) The former employer of Plaintiff, because Defendants Ross Dress for Less, Inc. and Ross Stores, Inc. suffered and permitted Plaintiff to work, and/or controlled his wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-50, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-50, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and exercised control over his wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,

1 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was
2 engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such
3 other relationships to some or all of the other Defendants so as to be liable for their conduct with
4 respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that
5 each Defendant acted pursuant to and within the scope of the relationships alleged above, that each
6 Defendant knew or should have known about, and authorized, ratified, adopted, approved,
7 controlled, aided and abetted the conduct of all other Defendants and/or all Defendants were joint
8 employers.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 13. During Plaintiff's employment, Defendants paid (or purportedly paid) Plaintiff an
11 hourly wage and classified them as non-exempt from overtime. Defendants typically scheduled
12 Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also
13 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

14 14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
15 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
16 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
17 pay all final wages to Plaintiff when Defendants terminated his employment, failed to furnish
18 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for employment related
19 expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and
20 illustrative.

21 15. Throughout the statutory period, Defendants maintained a pattern and practice of
22 not paying Plaintiff for all hours worked, including minimum, straight time, and overtime wages.
23 Defendants required Plaintiff to work "off-the-clock," uncompensated, by, for example, requiring
24 Plaintiff to perform work during uncompensated meal periods and rest periods. Some of this unpaid
25 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
26 also failed to maintain accurate records of the hours Plaintiff worked.

27 16. Throughout the statutory period, Defendants failed to provide Plaintiff with his
28 legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law

(and also including but not limited to failing to provide Plaintiff the opportunity to leave the work premises to take meal periods). Defendants also continued to assert control over Plaintiff by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff permission to take a meal period under the conditions required by law, and without properly compensating Plaintiff for meal periods that were not provided as required by law. Defendants also never informed Plaintiff of his right to, nor permitted them to, at times, take a second meal period when Plaintiff worked at least ten (10) hours of work in a workday and otherwise unlawfully pressured them to waive such breaks. Accordingly, Defendants' pattern and practice was not to provide meal periods to Plaintiff in compliance with California law.

17. Throughout the statutory period, Defendants have failed to authorize and permit Plaintiff to take legally compliant rest periods in a manner required by law (and also including but not limited to failing to authorize and permit Plaintiff the opportunity to leave the work premises to take rest periods). Defendants regularly required Plaintiff to work in excess of four (4) consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four (4) hours of work (or major fraction thereof), or without compensating Plaintiff for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff permission to take a rest period. Accordingly, Defendants' pattern and practice was to not authorize and permit Plaintiff to take rest periods in compliance with California law.

18. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff all final wages due at his termination of employment. In addition, Plaintiff's final paycheck did not include payment for all employment-related expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to him by Defendants at the conclusion of his employment.

1 19. Throughout the statutory period, Defendants failed to furnish Plaintiff with accurate,
2 itemized wage statements showing all applicable hourly rates, and all gross and net wages earned
3 (including correct hours worked, correct wages for meal periods that were not provided in
4 accordance with California law, and correct wages for rest periods that were not authorized and
5 permitted to take in accordance with California law). As a result of these violations of California
6 Labor Code § 226(a), Plaintiff suffered injury because, among other things:

- 7 (a) the violations led them to believe that they were not entitled to be paid
8 minimum, straight time, overtime, meal period premium, and rest period
9 premium wages, even though they were entitled;
- 10 (b) the violations led them to believe that they had been paid the minimum,
11 straight time, overtime, meal period premium, and rest period premium
12 wages, even though they had not been;
- 13 (c) the violations led them to believe they were not entitled to be paid minimum,
14 straight time, overtime, meal period premium, and rest period premium
15 wages at the correct California rate even though they were entitled;
- 16 (d) the violations led them to believe they had been paid minimum, straight time,
17 overtime, meal period premium, and rest period premium wages at the
18 correct California rate even though they had not been;
- 19 (e) the violations hindered them from determining the amounts of minimum,
20 straight time, overtime, meal period premium, and rest period premium
21 wages owed to them;
- 22 (f) in connection with his employment before and during this action, and in
23 connection with prosecuting this action, the violations caused them to have
24 to perform mathematical computations to determine the amounts of wages
25 owed to them, computations they would not have to make if the wage
26 statements contained the required accurate information;
- 27
28

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff was entitled, and Plaintiff was paid less than the wages and wage rates to which he was entitled.

Thus, Plaintiff is owed the amounts provided for in California Labor Code § 226(e).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff to pay expenses that he incurred in direct discharge of his duties for Defendants. Plaintiff regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attires as well as purchase and maintenance of a personal cell-phone for work-related purposes.

21. Plaintiff incurred substantial expenses as a direct result of performing his job duties for Defendants, but Defendants failed to indemnify Plaintiff for these employment-related expenses.

FIRST CAUSE OF ACTION

(Individually Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

22. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

23. “Hours worked” is the time during which Plaintiff is subject to the control of Defendants and includes all the time Plaintiff is suffered or permitted to work, whether or not required to do so.

24. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

SECOND CAUSE OF ACTION

(Individually Against All Defendants for Failure to Pay Overtime Wages)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

33. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they

1 receive additional compensation beyond their regular wages in amounts specified by law.

2 34. California Labor Code §§ 1194 and 1198 provide that employees in California shall
3 not be employed more than eight hours in any workday unless they receive additional
4 compensation beyond their regular wages in amounts specified by law. Additionally, California
5 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
6 by the IWC is unlawful.

7 35. At all times relevant hereto, Plaintiff has worked more than eight hours in a workday
8 and/or more than forty (40) hours in a workweek, as employees of Defendants.

9 36. At all times relevant hereto, Defendants failed to pay Plaintiff overtime
10 compensation for the hours they have worked in excess of the maximum hours permissible by law
11 as required by California Labor Code §§ 510 and 1198.

12 37. By virtue of Defendants' unlawful failure to pay additional premium rate
13 compensation to Plaintiff for his overtime hours worked (including by failing to include all forms
14 of remuneration in calculating the regular rate of pay for purposes of paying overtime), Plaintiff
15 has suffered, and will continue to suffer, damages in amounts which are presently unknown to
16 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
17 according to proof at trial.

18 38. By failing to keep adequate time records required by Labor Code § 1174(d),
19 Defendants have made it difficult to calculate the full extent of overtime compensation due to
20 Plaintiff.

21 39. Plaintiff also request recovery of overtime compensation according to proof,
22 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
23 assessment of any statutory penalties against Defendants, in a sum as provided by the California
24 Labor Code and/or other statutes.

25 40. California Labor Code § 204 requires employers to provide employees with all
26 wages due and payable twice a month. The Wage Orders also provide that every employer shall
27 pay to each employee, on the established payday for the period involved, overtime wages for all
28 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all

1 compensation due, in violation of California Labor Code § 204.

2 **THIRD CAUSE OF ACTION**

3 **(Individually Against All Defendants for Failure to Provide Meal Periods)**

4 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 21 in this Complaint.

6 42. Under California law, Defendants have an affirmative obligation to relieve Plaintiff
7 of all duty in order to take his first daily meal periods no later than the start of Plaintiff's sixth hour
8 of work in a workday, and to take his second meal periods no later than the start of the tenth hour
9 of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage
10 Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for
11 each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer
12 to require any employee to work during any meal period mandated under any Wage Order.

13 43. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff
14 with both meal periods as required by California law. By their failure to permit and authorize
15 Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it
16 impossible or impracticable to take these uninterrupted meal periods and/or failing to pay premium
17 wages at the regular rate of pay), Defendants willfully violated the provisions of California Labor
18 Code § 226.7 and the applicable Wage Orders.

19 44. Under California law, Plaintiff is entitled to be paid one hour of additional wages
20 for each workday he was not provided with all required meal period(s), plus interest thereon.

21 **FOURTH CAUSE OF ACTION**

22 **(Individually Against All Defendants for Failure to Authorize and Permit Rest Periods)**

23 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
24 1 through 21 in this Complaint.

25 46. Defendants are required by California law to authorize and permit breaks of ten
26 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
27 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
28 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour

1 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
2 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
3 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
4 employer to require any employee to work during any rest period mandated under any Wage Order.

5 47. Despite these legal requirements, Defendants failed to authorize Plaintiff to take rest
6 breaks, regardless of whether Plaintiff worked more than four (4) hours in a workday. By their
7 failure to permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact that
8 Defendants made it impossible or impracticable to take these uninterrupted rest periods and/or
9 failing not pay premium payments at the proper regular rate of pay), Defendants willfully violated
10 the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

11 48. Under California law, Plaintiff is entitled to be paid one (1) hour of premium wages
12 rate for each workday he was not provided with all required rest break(s), plus interest thereon.

13 **FIFTH CAUSE OF ACTION**

14 **(Individually Against All Defendants for Failure to Pay Wages of Discharged Employees –** 15 **Waiting Time Penalties)**

16 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 21 in this Complaint.

18 50. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
19 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
20 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
21 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
22 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.

24 51. Within the applicable statute of limitations, the employment of Plaintiff was
25 terminated by quitting or discharge. However, during the relevant time period, Defendants failed,
26 and continue to fail to pay terminated Plaintiff, without abatement, all wages required to be paid
27 by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two
28 (72) hours of him leaving Defendants' employ.

52. Defendants' failure to pay Plaintiff who is no longer employed by Defendants has wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of him leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

53. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

54. Plaintiff is entitled to recover from Defendants his additionally accruing wages for each day they were not paid, at his regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

55. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Individually Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

57. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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.

58. Defendants have intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

59. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff has suffered injury and damage to his statutorily protected rights.

60. Specifically, Plaintiff has been injured by Defendants’ intentional violation of California Labor Code § 226(a) because he was denied both his legal right to receive, and his protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

61. Calculation of the true wage entitlement for Plaintiff is difficult and time consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

62. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

63. Plaintiff is also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Individually Against All Defendants for Failure to Indemnify Employees for Expenditures)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

65. As set forth above, Plaintiff was required to incur substantial necessary expenditures and losses in direct consequence of the discharge of his duties or of his obedience to directions of Defendants.

67. As a result, Plaintiff was damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from his wages.

68. Plaintiff is entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

**(Individually Against All Defendants for Violation of California Business & Professions
Code §§ 17200, et seq.)**

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

70. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

71. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

72. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

73. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

74. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

75. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

76. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

77. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq.*

78. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff and have deprived Plaintiff of valuable rights and benefits guaranteed by law, all to their detriment, including, without limitation, by requiring execution of unlawful agreements.

79. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

80. Plaintiff is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has

1 been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
2 practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of
3 Defendants in order to recover restitution.

4 81. Plaintiff is further entitled to and does seek a declaration that the above-described
5 business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the
6 Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or
7 fraudulent business practices in the future.

8 82. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries
9 which Plaintiff suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent
10 business practices. As a result of the unfair, unlawful and/or fraudulent business practices
11 described above, Plaintiff has suffered and will continue to suffer irreparable harm unless the
12 Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful
13 and/or fraudulent business practices.

14 83. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
15 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
16 withholdings.

17 84. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is
18 entitled to restitution of the wages withheld and retained by Defendants during a period that
19 commences four years and 178 days prior to the filing of this complaint; a permanent injunction
20 requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees
21 pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award
22 of costs.

23 **NINTH CAUSE OF ACTION**

24 **(Individually Against All Defendants for Civil Penalties Under the Private Attorneys** 25 **General Act of 2004, Ca. Lab. Code § 2698, et seq.)**

26 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
27 1 through 21 in this Complaint.
28

1 86. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 87. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
5 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
6 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
7 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
8 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
9 former employees pursuant to the procedures specified in Section 2699.3.”

10 88. Plaintiff gave written notice by online filing pursuant to California Labor Code §
11 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
12 the specific provisions of the Labor Code that Defendants have violated against Plaintiff and
13 current and former aggrieved employees, including the facts and theories to support the violations.
14 Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM- 1167398-26 (*Juan*
15 *Corrilo v. American Custom Meats, LLC*). The Labor and Workforce Development Agency has
16 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
17 notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699
18 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
19 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
20 1174.5, 1197.1, and 2699.

21 89. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
22 of civil penalties on behalf of himself, the State of California, and similarly situated Aggrieved
23 Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be
24 shown according to proof at trial. These penalties are in addition to all other remedies permitted
25 by law.

26 90. In addition, Plaintiff seeks an award of reasonable attorneys’ fees and costs pursuant
27 to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action
28 shall be entitled to an award of reasonable attorney’s fees and costs.

PRAYER FOR RELIEF

Plaintiff, individually pray for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

91. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

92. For unpaid wages as may be appropriate;

93. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

94. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;

95. For liquidated damages;

96. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

97. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

98. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

99. For unpaid wages at overtime wage rates as may be appropriate;

100. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

101. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

102. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

103. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

104. For unpaid meal period premium wages as may be appropriate;

105. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

106. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

107. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

108. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

109. For unpaid rest period premium wages as may be appropriate;

110. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

111. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

112. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

113. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

114. For statutory wage penalties pursuant to California Labor Code § 203 for former Plaintiffs who have left Defendants' employ;

115. For pre-judgment interest on any unpaid wages from the date such amounts were due;

116. For reasonable attorneys' fees and for costs of suit incurred herein; and,

117. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

118. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

119. For all actual damages, according to proof;

120. For statutory penalties pursuant to California Labor Code § 226€;

121. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

122. For reasonable attorneys' fees and for costs of suit incurred herein; and,

123. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

124. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

125. For unpaid wages or unreimbursed business expenses as may be appropriate;

126. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

127. For reasonable attorneys' fees and for costs of suit incurred herein; and,

128. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

129. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify Plaintiff for expenditures;

130. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

131. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

132. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

133. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

134. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

135. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for expenditures, and failing to produce requested employment records;

136. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

137. Pre-judgment and post-judgment interest at the maximum rate allowed;

138. Attorneys' fees and costs reasonably incurred; and

139. Injunctive and declaratory relief to the extent allowed by PAGA.

As to all Causes of Action

140. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: August 7, 2026

WILSHIRE LAW FIRM

By:



John G. Yslas
Jeffrey C. Bils
Mohamed Bholat
Shealene Mancuso

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: August 7, 2026

WILSHIRE LAW FIRM

By: Mohamed Bholat
John G. Yslas
Jeffrey C. Bils
Mohamed Bholat
Shealene Mancuso
Attorneys for Plaintiff