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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

ARTURO AMEZCUA JIMENEZ,  
individually, and on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

SUPER CENTER CONCEPTS, INC. d/b/a  
SUPERIOR GROCERS, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**[PROPOSED] COMPLAINT FOR:**

**Civil Penalties Under Private Attorneys'  
General Act, Labor Code Section 2698 *et*  
*seq.***

COMES NOW, Plaintiff ARTURO AMEZCUA JIMENEZ (“Plaintiff”), individually, and in his representative capacity as a private attorney general, and asserts claims against Defendant SUPER CENTER CONCEPTS, INC. d/b/a SUPERIOR GROCERS, a California Corporation, and DOES 1 through 50, inclusive (collectively “Superior Grocers” or “Defendants”) as follows:

### **INTRODUCTION**

1. This is a representative action for recovery of penalties under the Private Attorneys’ General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of themselves and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. Plaintiff brings this action pursuant to the PAGA on a representative basis on behalf of all non-exempt, hourly employees who are or were employed by Defendants in the State of California and who received at least one wage statement at any time (the “Aggrieved Employees”) from one year prior to the filing of the PAGA notice to the conclusion of this action.

3. Plaintiff brings this action on behalf of himself and the Aggrieved Employees to recover civil penalties and address Defendants’ violations of the California Labor Code and the IWC Wage Orders.

4. Pursuant to *Huff v. Securitas Services*, 23 Cal. App. 5<sup>th</sup> 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state and not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff, Arturo Amezcua Jimenez, has standing to pursue penalties on behalf of the state of violations affecting all the aggrieved employees working for Defendants, regardless of their classification, job title, or locations in California.

5. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. Defendants’ violations include: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure to Provide Lawful Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Reimburse Necessary Business Expenses; (6) Unlawful Deductions From Wages; (7) Failure to Timely Pay Wages During Employment; (8) Failure to Timely Pay Wages Owed at Separation; and (9) Failure to Furnish Accurate Itemized Wage Statements.

6. This action is timely because Plaintiff suffered from a violation or numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA via online submission. More than 65 days have passed, and no response has been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this action in a representative capacity.

## JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts.

8. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

9. Venue is proper in this Court because, upon information and belief, Defendants maintains offices, has agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. Moreover, many of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Los Angeles.

## PARTIES

10. SUPER CENTER CONCEPTS, INC. dba SUPERIOR GROCERS, is a California corporation in good standing that is authorized to do business throughout the state of California. Superior Grocers' headquarters is located at 15510 Carmenita Rd, Santa Fe Springs, CA 90670.

11. Superior Grocers is a supermarket chain that provides fresh groceries and household products at approximately 72 locations in California. Their services include shopping, financial, and customer convenience services.

12. Plaintiff Arturo Amezcua Jimenez is and during the liability period has been, a resident of California.

13. Plaintiff was employed by Defendants during the liability period as an hourly, non-exempt employee. Specifically, Plaintiff Arturo Amezcua Jimenez was employed in a Meat Cutter position. Plaintiff's duties included cutting and prepping various meat items. Plaintiff typically worked approximately five (5) days per week for over forty (40) hours per week at a rate of about twenty dollars

1 and fifty cents (\$20.50) per hour.

2 14. Plaintiff and the members of the aggrieved group were employed, directly or indirectly,  
3 by Defendants as non-exempt employees in the State of California from one year prior to the filing of the  
4 PAGA notice to the conclusion of this action.

5 15. Whenever in the Complaint reference is made to any act, deed, or conduct of Defendants,  
6 the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of  
7 Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the  
8 management, direction, control, or transaction of the ordinary business and affairs of Defendants.

9 16. The true names and capacities of Defendants, whether individual, corporate, associate, or  
10 otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore  
11 sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave  
12 of court to amend the Complaint to reflect the true names and capacities of the Defendants designated  
13 hereinafter as DOES when such identities become known.

14 17. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the  
15 partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and  
16 the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the  
17 performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and  
18 conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants  
19 as alleged herein.

20 18. Plaintiff is further informed and believes, and thereon alleges, that at all times material  
21 herein, each Defendants was completely dominated and controlled by its co-Defendants and each was  
22 the alter ego of the other. Whenever and wherever reference is made in the Complaint to any conduct by  
23 Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of  
24 each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is  
25 made to individuals who are not named as Defendants in this complaint, but were employees and/or  
26 agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in the  
27 Complaint within the scope of their respective employments.  
28

**FACTUAL ALLEGATIONS**

19. During the relevant time frame, Defendants compensated Plaintiff and the Aggrieved Employees based upon an hourly wage.

20. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

21. During the relevant period, Plaintiff Arturo Amezcua Jimenez was employed by the Defendants in an hourly, non-exempt position from February 2025 through November 2025. Specifically, he held the position of Meat Cutter. He was scheduled to work five (5) days per week and seven and one half (7.5) to eight (8) hours per day, but typically worked more than eight (8) hours in a day.

22. The Aggrieved Employees provided services as employees of Defendants throughout the state of California during the liability period.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

24. All Aggrieved Employees, including Plaintiff, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

25. Plaintiff and the Aggrieved Employees were not properly compensated for all hours worked.

26. By way of example, Plaintiff and the Aggrieved Employees were required to perform work-related duties off-the-clock before clocking in for their scheduled shifts. These duties included, but were not limited to, donning required uniforms and protective equipment, preparing meat cutting tables and work areas, preparing trash cans, transporting meat using six-wheel carts, and sharpening knives and other required tools. Plaintiff regularly spent approximately twenty (20)-minutes performing pre-shift work before being permitted to clock in. Plaintiff and the Aggrieved Employees were required by management to perform pre-shift work activities off-the-clock before clocking in to their regular scheduled shifts.

27. By way of example, Plaintiff and the Aggrieved Employees were required to perform

1 work-related duties off-the-clock after clocking out from their scheduled shifts. These duties included,  
2 but were not limited to, collecting tools, cleaning up meat cutting tables, work areas, and floors, and  
3 emptying the trash. Plaintiff regularly spent approximately twenty (20) minutes performing post-shift  
4 work after clocking out from his scheduled shift. On information and belief, management would require  
5 Plaintiff and the Aggrieved Employees to clock out from their scheduled shifts and require them to  
6 continue working. As a result, Plaintiff and the Aggrieved Employees were required by management to  
7 perform post-shift work activities off-the-clock after clocking out from their regular scheduled shifts.

8 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should  
9 have known that Plaintiff and the Aggrieved Employees were performing this off-the-clock work because  
10 such work was required, expected, and/or suffered or permitted by Defendants' managers as necessary  
11 to commencing scheduled job duties. As a result, Defendants failed to compensate Plaintiff and the  
12 Aggrieved Employees for all hours worked, including pre-shift and post-shift off-the-clock work, in  
13 violation of California law.

14 29. As a result of Defendants' policy of requiring off-the-clock work without compensation,  
15 Plaintiff and the Aggrieved Employees were not paid at least the applicable minimum wage for every  
16 compensable hour worked. California law requires employers to pay at least the applicable minimum  
17 wage for each compensable hour worked. Accordingly, Defendants' failure to compensate Plaintiff and  
18 the Aggrieved Employees for all hours worked resulted in minimum wage violations regardless of  
19 Plaintiff's stated hourly rate.

20 30. In addition, Plaintiff and the Aggrieved Employees frequently worked in excess of eight  
21 (8) hours a day and/or over forty (40) hours in a work week, but were not properly paid for such time at  
22 a rate of time and one-half the employee's regular rate of pay per hour.

23 31. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling  
24 practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently  
25 failed to provide Plaintiff and the Aggrieved Employees legally compliant uninterrupted 30-minute meal  
26 periods as required by law. For example, Plaintiff and the Aggrieved Employees had interrupted and/or  
27 late meal periods due to updates, interruptions, and/or demands from supervisors and managers during  
28 their meal periods. On information and belief, Plaintiff was provided late meal breaks approximately  
50% of the time.

1           32.     Despite the above-mentioned meal period violations, Defendants failed to compensate  
2 Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour  
3 of pay at their regular rate as required by California law when meal periods were not timely or lawfully  
4 provided in a compliant manner.

5           33.     Plaintiff is informed and believes, and thereon alleges, that Defendants know, should  
6 know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled  
7 to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not  
8 receiving such compensation.

9           34.     In addition, during the relevant time frame, Plaintiff and the Aggrieved Employees were  
10 systematically not authorized and permitted to take one net ten (10)-minute paid, rest period for every  
11 four (4) hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage  
12 order.

13           35.     Defendants maintained and enforced scheduling, staffing, and workload practices, that  
14 frequently required Plaintiff and the Aggrieved Employees to forego their second rest period, which was  
15 not timely authorized or permitted. On information and belief, Plaintiff was compelled to skip his second  
16 rest break due to Defendants' scheduling, staffing and workload demands and practices.

17           36.     In addition, during purported meal and rest periods, Plaintiff and the Aggrieved  
18 Employees were not relieved of all duty as required by law. By way of example, Plaintiff and the  
19 Aggrieved Employees were subject to updates, interruptions, and/or demands from supervisors and  
20 managers during their meal and rest periods that prevented them from taking compliant, uninterrupted  
21 breaks. Work demands, uniform practices, and requirements made taking breaks impracticable in many  
22 instances so they were not provided.

23           37.     Despite the above-mentioned rest period violations, Defendants did not compensate  
24 Plaintiff, and on information and belief, did not pay the Aggrieved Employees one additional hour of pay  
25 at their regular rate as required by California law, including Labor Code section 226.7 and the applicable  
26 IWC Wage Order, for each day on which lawful rest periods were not authorized and permitted.

27           38.     Defendants also required or expected Plaintiff and the Aggrieved Employees to incur  
28 necessary business expenses for the benefit of Defendants without reimbursement. For instance, Plaintiff  
and the Aggrieved Employees were required to purchase, wear, and maintain protective gear, including

1 but not limited to, a cap, metal gloves, and plastic gloves to perform work activities. In addition, Plaintiff  
2 was required to furnish and maintain a uniform. Plaintiff was also required to provide and maintain his  
3 own tools including knives and a knife sharpener to perform his job duties as a Meat Cutter, which came  
4 at considerable cost.

5 39. Defendants failed to reimburse Plaintiff and the Aggrieved Employees for uniform  
6 maintenance, protective gear, tools, and/or equipment incurred for Defendants' benefit. As a result of  
7 Defendants' policies and practices, Defendants failed to reimburse Plaintiff and other Aggrieved  
8 Employees for all necessary business expenses incurred in direct consequence of the discharge of their  
9 duties, in violation of Labor Code § 2802, thereby subjecting Defendants to civil penalties pursuant to  
10 Labor Code § 2699.

11 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,  
12 Defendants knew they had a duty to pay Plaintiff and the Aggrieved Employees all wages earned and to  
13 refrain from unlawfully withholding, collecting, receiving, and/or deducting wages, but willfully,  
14 knowingly, recklessly, and/or intentionally failed to do so, including through unlawful deductions such  
15 as "Shoes for Crews" listed on available paystubs in violation of Labor Code § 221.

16 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,  
17 Defendants knew that at the time of termination of employment (or within 72 hours thereof for  
18 resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff  
19 and the Aggrieved Employees for all wages owed including but not limited to regular and overtime  
20 wages, and meal and rest period premium wages, but willfully, knowingly, recklessly, and/or  
21 intentionally failed to do so in part because of the above-specified violations.

22 42. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff  
23 and the Aggrieved Employees in part because of the above specified violations. In addition, upon  
24 information and belief, Defendants omitted information, including without limitation to, regular and  
25 overtime wages and all meal and rest period premiums owed, from Plaintiff, and the Aggrieved  
26 Employees' wage statements. Plaintiff and the Aggrieved Employees received paystubs that did not  
27 accurately reflect all wages owed. Such actions were and continue to be in violation of the California  
28 Labor Code and applicable IWC Wage Orders.

43. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage



1 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section  
2 11000 *et seq.*

3 ***FAILURE TO PAY ALL EARNED WAGES***

4 44. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs  
5 as if fully set forth herein.

6 45. Labor Code section 204 establishes the fundamental right of all employees in the State of  
7 California to be paid all wages earned in a timely fashion.

8 46. Labor Code section 1194(a) provides that any employee receiving less than the wages  
9 owed, including applicable premium compensation, is entitled to recover in a civil action the unpaid  
10 balance of the full amount of this compensation, including interest thereon, reasonable attorney's fees, and  
11 costs of suit.

12 47. Labor Code section 1197 provides that the minimum wage for employees fixed by the  
13 applicable IWC Wage Order is the minimum wage that must be paid to employees, and the payment of a  
14 lesser wage than the established minimum is unlawful. Further, pursuant to the applicable IWC Wage  
15 Order and Labor Code, Plaintiff and the Aggrieved Employees were entitled to receive at least the  
16 applicable minimum wage for each hour worked, and compliance with the minimum wage requirements  
17 cannot be achieved by averaging wages across hours worked.

18 48. Labor Code section 510 codifies the right to overtime compensation at the rate of one and  
19 one-half (1.5) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or  
20 forty (40) hours in a work week. At all times relevant, the applicable IWC Wage Orders governing  
21 Plaintiff's and the Aggrieved Employees' employment by Defendants required Defendants to pay  
22 overtime compensation in accordance with Labor Code section 510.

23 49. During all relevant periods, the California Labor Code and Wage Orders required that  
24 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours  
25 worked.

26 50. The IWC Wage Orders define "hours worked" as "the time during which an employee is  
27 subject to the control of an employer, and includes all the time the employee is suffered or permitted to  
28 work, whether or not required to do so."

51. At all times relevant, Plaintiff and the Aggrieved Employees consistently worked hours for

1 which they were not paid because they were consistently required to perform work activities off-the-clock,  
2 during which time they were under Defendants' control.

3 52. Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to  
4 perform compensable off-the-clock work without compensation resulted in their failure to pay all wages  
5 earned, including payment of at least the applicable minimum wage for every compensable hour worked  
6 and overtime wages where applicable, in violation of Labor Code sections 204, 510, 558, 1194, 1197,  
7 1197.1, 1198, and the applicable IWC Wage Orders.

8 ***FAILURE TO PROVIDE LAWFUL MEAL PERIODS***

9 53. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs  
10 as if fully set forth herein.

11 54. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period  
12 of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which  
13 the employee is relieved of all of his or her duties, except that when a work period of not more than six  
14 (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer  
15 and employee.

16 55. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights  
17 to meal periods under the law.

18 56. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal  
19 periods.

20 57. Plaintiff and the Aggrieved Employees were not relieved of all duty, were required to  
21 forego such meal periods, take shortened meal periods, endure interruptions, and/or were subject to work  
22 during purported meal periods that required them to perform work and prevented them from taking  
23 timely, uninterrupted, duty-free meal periods.

24 58. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved  
25 Employees have been damaged in an amount according to proof at time of trial.

26 59. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to recover  
27 one (1) hour of premium pay at the regular rate for each day in which a meal period violation occurred.  
28 They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

60. As a result of the unlawful acts of Defendants, Defendants violated Labor Code section

512, 226.7, 1198, and the applicable IWS Wage Order(s).

***FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS***

61. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

62. Pursuant to the IWC Wage Orders applicable to Plaintiff's and the Aggrieved Employees' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

63. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

64. Defendants were required to authorize and permit employees such as Plaintiff and the Aggrieved Employees to take rest periods during shifts in excess of three and one-half (3.5) hours, based upon the total hours worked at a rate of ten (10)-minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

65. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and the Aggrieved Employees' employment with Defendants, Defendants failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to take a lawful, second net ten (10)-minute rest period for shifts of eight (8) hours, or major fraction thereof. On information and belief, Plaintiff was compelled to miss his second rest break due to Defendants' scheduling, staffing and workload demands and practices.

66. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, other Aggrieved Employees endured similar violations as a result of Defendants' rest period policies and practices and Defendants did not pay said Aggrieved Employees premium pay as required by law.

67. Defendants willfully violated Labor Code section 226.7 and applicable IWC Wage Orders by failing to authorize and permit Plaintiff and other Aggrieved Employees to take compliant net ten (10)-minute rest periods for every (4) hours worked, or major fraction thereof, and by failing to provide premium pay for missed, interrupted, or otherwise noncompliant rest periods.

68. As a result of the unlawful acts of Defendants, Defendants violated Labor Code sections 226.7, 1198, and the applicable IWC Wage Order(s).

***FAILURE TO REIMBURSE NECESSARY EXPENSES***

69. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

70. Labor Code § 2802 requires Defendants to indemnify Plaintiff and the Aggrieved Employees for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

71. Plaintiff and the Aggrieved Employees were required to incur expenses in the performance of their assigned job duties, including, but not limited to, were required to incur numerous out of pocket expenses, including without limitation, uniform maintenance, protective gear, tools, and/or equipment expenses, in direct consequence of the discharge of their duties.

72. Upon information and belief, Defendants did not reimburse Plaintiff or the Aggrieved Employees for such expenses.

73. As a result of the unlawful acts of Defendants, Defendants violated Labor Code § 2802.

***UNLAWFUL DEDUCTION FROM WAGES***

74. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

75. Labor Code sections 221 and 224 prohibits employers from unlawfully withholding, collecting, receiving, and/or deducting wages from employees.

76. Plaintiff and the Aggrieved Employees were subject to Defendants' policies and practices whereby Defendants unlawfully withheld, collected, received, and/or deducted wages, related to business expenses, including without limitation, "Shoes for Crews" listed on available paystubs.

77. Upon information and belief, Defendants failed to lawfully compensate and reimburse Plaintiff and the Aggrieved Employees for such amounts and unlawfully shifted business expenses onto Plaintiff and the Aggrieved Employees.

78. As a result of the unlawful acts of Defendants, Defendants violated Labor Code sections 221 and 224.

***FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT***

1           79. Plaintiff incorporates by reference and realleges each and every allegation contained  
2 above, as though fully set forth herein.

3           80. California Labor Code section 204 requires that all wages earned by an employee are due  
4 and payable at least twice during each calendar month.

5           81. During all relevant periods, Defendants failed to timely pay all wages earned and due to  
6 Plaintiff and the Aggrieved Employees within the time required by California law, including regular  
7 wages for all hours worked, overtime wages, and applicable meal and rest period premiums.

8           82. Defendants' failure to timely pay wages was the result of uniform policies and practices  
9 applicable to Plaintiff and the Aggrieved Employees.

10          83. As a result of Defendants' violations of Labor Code section 204, Plaintiff and the  
11 Aggrieved Employees are entitled to civil penalties pursuant to Labor Code section 210.

12          84. Plaintiff, on behalf of himself and the Aggrieved Employees, seeks recovery of all  
13 applicable penalties, together with attorneys' fees and costs as permitted by law.

14                   ***FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION***

15          85. Plaintiff incorporates by reference and realleges each and every allegation contained above,  
16 as though fully set forth herein.

17          86. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within  
18 seventy-two (72) hours of separation of employment.

19          87. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay  
20 such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back  
21 wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

22          88. Plaintiff and the Aggrieved Employees are entitled to compensation for all forms of wages  
23 earned, including but not limited to regular wages for all hours worked, overtime wages, and premium  
24 meal and rest period compensation, but to date have not received such compensation, therefore entitling  
25 them to Labor Code § 203 penalties.

26          89. In addition, irrespective of any derivative violation, Defendants failed to timely pay  
27 Plaintiff and, upon information and belief, other Aggrieved Employees earned compensation at the time  
28 of termination despite their obligations under Labor Code 201 and 202.

          90. More than thirty (30) days have passed since affected Aggrieved Employees have left

1 Defendants' employ, and on information and belief, they have not received payment pursuant to Labor  
2 Code § 203.

3 91. Plaintiff and the Aggrieved Employees are thus entitled to 30 days' wages as a penalty  
4 under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

5  
6  
7 ***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE***  
8 ***WAGE STATEMENT PROVISIONS***

9 92. Plaintiff incorporates by reference and realleges each and every allegation contained above,  
10 as though fully set forth herein.

11 93. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly  
12 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part  
13 of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by  
14 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)  
15 total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates  
16 of the period for which the employee is paid, (7) the name of the employee and only the last four digits  
17 of his or her social security number or an employee identification number other than a social security  
18 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly  
19 rates in effect during each the pay period and the corresponding number of hours worked at each hourly  
20 rate by the employee....".

21 94. Defendants knowingly and intentionally failed to furnish Plaintiff with accurate, itemized  
22 wage statements in violation of California Labor Code section 226. At all relevant times, Defendants  
23 controlled the preparation, content, and issuance of Plaintiff's wage statements and knowingly furnished  
24 wage statements that omitted and/or inaccurately stated information required by section 226(a),  
25 including but not limited to, regular wages, overtime wages, and all meal and rest period premiums  
26 owed. Defendants' violations were knowing and intentional because they knowingly provided wage  
27 statements containing inaccurate or incomplete information, regardless of whether they specifically  
28 intended to violate the Labor Code. As a result of Defendants' actions, Plaintiff was prevented from  
promptly and easily determining whether they had been properly compensated.

1           95. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage  
2 Orders, Defendants did not and still do not furnish each Aggrieved Employee with an accurate itemized  
3 statement in writing accurately reflecting all of the required information. Here, Defendants have failed to  
4 provide accurate itemized wage statements as a consequence of the above-specified violations for failure  
5 to accurately pay all regular and overtime wages and meal and rest period premiums.

6           96. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed  
7 above, Plaintiff and the Aggrieved Employees are each entitled to recover up to a maximum of  
8 \$4,000.00, along with an award of costs and reasonable attorneys' fees.

9                           **CAUSES OF ACTION**

10                          **FIRST CAUSE OF ACTION**

11                          **PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

12                          **SECTION 2698 ET SEQ.**

13           97. Plaintiff incorporates by reference and realleges each and every allegation contained above,  
14 as though fully set forth herein.

15           98. Plaintiff gave timely written notice by online submission to the LWDA and by certified  
16 mail to Defendants of Defendants' violations of numerous provisions of the California Labor Code and  
17 the IWC Wage Orders as alleged in this complaint.

18           99. Plaintiff Arturo Amezcua Jimenez, is an "aggrieved employee" as defined in Labor Code  
19 Section 2699(A), as he was employed by Defendants during the statutory period and suffered one or more  
20 of the Labor Code violations set forth herein. He seeks to recover for himself and all other current and  
21 former aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable  
22 attorneys' fees and costs.

23           100. Sixty-five (65) days have passed, and no response has been received from the LWDA.  
24 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

25           101. Plaintiff has exhausted all administrative procedures required of them under the Labor  
26 Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause  
27 of action.  
28

1           102. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which  
2 Defendants is liable due to numerous Labor Code violations as set forth in this Complaint.

3           103. Specifically, Plaintiff, on behalf of themselves and the Aggrieved Employees, seeks  
4 penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 5           a. Defendants' failure to comply with the requirement of Labor Code §510, 1194, 1197,  
6           1198, and Wage Orders to accurately pay all wages earned, including minimum and  
7           overtime wages for off-the-clock work;
- 8           b. Defendants' failure to comply with the requirement of Labor Code §§204 to pay,  
9           without condition and within the time set by the applicable article, all wages, or parts  
10          thereof;
- 11          c. Defendants' violations of Labor Code sections 221 and 224, subjecting Defendants to  
12          penalties under Labor Code section 225.5.
- 13          d. Defendants' failure to comply with the requirement of Labor Code §§201 and 202 to  
14          pay wages due to former employees;
- 15          e. Defendants' failure to comply with the requirement of Labor Code §203 to pay waiting  
16          time penalties to former employees;
- 17          f. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, 1198,  
18          and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal  
19          periods;
- 20          g. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198, and  
21          IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful  
22          meal break that was not provided;
- 23          h. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198, and  
24          IWC Wage Orders to authorize and permit a ten (10) minute rest break for every four  
25          (4) hours worked;
- 26          i. Defendants' failure to comply with the requirement of Labor Code §§226.7, 1198, and  
27          IWC Wage Orders to pay one hour of premium pay at the regular rate for each  
28          statutorily required rest break that was not lawfully authorized and permitted;



- j. Defendants' failure to comply with the requirement of Labor Code § 221, 224, and IWC Wage Orders by unlawfully withholding, collecting, receiving, and/or deducting wages;
- k. Defendants' failure to comply with the requirement of Labor Code §2802 to reimburse necessary business expenses incurred; and
- l. Defendants' failure to provide accurate compliant wage statements under Labor Code section 226;

104. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

- a. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants is subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred (\$200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.
- b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a) Defendants is subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay period.
- c. Pursuant to Labor Code §558(a), "[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.
- d. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally

committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

105. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of the California Labor Code and IWC Wage Orders.

106. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions of the California Labor Code.

107. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded thirty-five percent (35%) of all penalties due under California Law, interest, attorneys' fees and costs.

108. Under Labor Code §2699, the State of California should be awarded sixty-five percent (65%) of the penalties due under California Law.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the violations specified above;
2. For penalties under Labor Code sections 226.3, 1174.5, 1194, 1197.1, and 2699(a) and (f);
3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§226, 1194, 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and
5. For such other and further relief as the Court deems proper.

Respectfully submitted,

Dated: June 26, 2026

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Attorneys for Plaintiff ARTURO AMEZCUA JIMENEZ,  
on behalf of himself and all others similarly situated