

James R. Hawkins (SBN 192925)
Vikram J. Kapoor (SBN 289340)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Vik@Jameshawkinsaplc.com

Attorneys for Plaintiff MARCOS GARCIA
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARCOS GARCIA, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

IHG MANAGEMENT (MARYLAND)
LLC d/b/a INTERCONTINENTAL LOS
ANGELES DOWNTOWN, a Maryland
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.

Assigned for All Purposes To:
Hon.
Dept.:

COMPLAINT FOR DAMAGES FOR:

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

COMES NOW, Plaintiff MARCOS GARCIA (“Plaintiff”), individually, and in his representative capacity as private attorney general, asserts claims against Defendant IHG MANAGEMENT (MARYLAND) LLC d/b/a INTERCONTINENTAL LOS ANGELES DOWNTOWN, a Maryland limited liability company, and DOES 1 through 50, inclusive (collectively “IHG Management” 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. 5th 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, Marcos Garcia, 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 All Earned Wages; (2) Failure to Provide Lawful Meal Periods; (3) Failure to Authorize and Permit Rest Periods; (4) Failure to Reimburse Necessary Business Expenses; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages Owed at Separation; and (7) Failure to Furnish with Accurate Itemized Wage

1 Statements.

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

7 **JURISDICTION AND VENUE**

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

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

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

18 **PARTIES**

19 10. IHG Management (Maryland) LLC d/b/a Intercontinental Los Angeles Downtown, is a
20 Maryland limited liability company in good standing that is authorized to do business throughout the
21 state of California. IHG Management's headquarters are located at 2 Wisconsin Circle #700 Chevy
22 Chase, MD 20815.

23 11. IHG Management is a network of hotels, and the Intercontinental Los Angeles Downtown
24 includes luxury amenities, fine dining, and guest services.

25 12. Plaintiff Marcos Garcia is and during the liability period has been, a resident of California.

26 13. Plaintiff was employed by Defendants during the liability period as an hourly, non-exempt
27 employee. Specifically, Plaintiff Marcos Garcia was employed in a Seasonal Pool Server position.
28 Plaintiff's duties included taking care of guests at the pool, providing hospitality services, cleaning and
restocking, ensuring pool cleanliness, and upselling alcoholic beverages and food. Plaintiff typically

1 worked approximately five (5) days per week, for forty (40) or more hours per week, at a rate of about
2 seventeen dollars and eighty-seven cents (\$17.87) per hour.

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

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

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

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

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

FACTUAL ALLEGATIONS

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

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

7 21. During the relevant period, Plaintiff Marcos Garcia was employed by the Defendants in
8 an hourly, non-exempt position from May 2025 through August 2025. Specifically, he held the position
9 of Seasonal Pool Server. He was scheduled to work five (5) days per week and eight (8) hours per day.

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

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

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

17 25. Plaintiff and the Aggrieved Employees were not properly compensated for all hours
18 worked because employees were required to work off-the-clock.

19 26. Defendants knew or should have known that Plaintiff and the Aggrieved Employees were
20 to be compensated for off-the-clock work. They also knew or should have known that they were working
21 off-the-clock and should have been compensated for this time at the regular rate.

22 27. Defendants required Plaintiff and the Aggrieved Employees to perform work-related
23 duties off-the-clock. These duties included, but were not limited to, bag checks, waiting for time clocks,
24 and personal cell phone use. Defendants required employees to go through bag checks by security before
25 leaving for their shifts and/or meal breaks. On information and belief, Plaintiff was required to go through
26 bag checks at least twice per week for approximately two to five minutes per instance. In addition,
27 Plaintiff was required to wait in line for time clocks to become available to clock in and out from
28 scheduled shifts. On information and belief, Plaintiff had to wait once per week for approximately five
minutes to log the start of shifts and end of lunches. Further, Defendants required the use of personal cell

1 phones for work-related activities such as for communication with management and/or co-workers.
2 Further, Plaintiff had to search the internet for drink recipes or answers for guest's questions about the
3 hotel. On information and belief, Plaintiff used his cell phone for off-the-clock work for approximately
4 thirty minutes per week. Despite knowing or having reason to know that Plaintiff and the Aggrieved
5 Employees were performing this work, Defendants failed to compensate them for all time worked.

6 28. These activities described above, including bag checks, time spent waiting for time clocks,
7 and personal cell phone use, were integral and indispensable to Plaintiff's principal job duties and
8 constituted compensable hours worked under California law.

9 29. As a direct result of Defendants' policy and practice of requiring Plaintiff and the
10 Aggrieved Employees to perform compensable off-the-clock work without compensation, Plaintiff and
11 the Aggrieved Employees were not paid all wages earned, including at least the applicable minimum
12 wage for every compensable hour worked. California law requires employers to pay employees at least
13 the applicable minimum wage for each compensable hour worked, and compliance with the minimum
14 wage requirements cannot be achieved by averaging wages across hours worked. Further, to the extent
15 Plaintiff and the Aggrieved Employees worked more than eight (8) hours in a workday or forty (40) hours
16 in a workweek, Defendants failed to compensate them for all overtime hours worked because the
17 uncompensated off-the-clock work was excluded from the calculation of hours worked. Accordingly,
18 Defendants' failure to compensate Plaintiff and the Aggrieved Employees for all compensable hours
19 worked resulted in violations of California's minimum wage and overtime laws.

20 30. Indeed, during the relevant time, as a consequence of Defendants' uniform practices and
21 work demands, Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely,
22 legally compliant uninterrupted 30-minute meal periods as required by law. For example, Plaintiff was
23 provided shortened and/or interrupted meal breaks. For example, due to Defendants' scheduling, staffing,
24 and workload practices, Plaintiff and the Aggrieved Employees had interrupted and/or late meal periods.
25 On information and belief, Plaintiff was compelled to take late meal breaks one to two times per week
26 and was not paid all meal premiums owed.

27 31. Despite the above-mentioned meal period violations, Defendants failed to compensate
28 Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour
of pay at their regular rate as required by California law, including Labor Code 226.7 and the applicable

IWC Wage Orders, when meal periods were not timely or lawfully provided in a compliant manner.

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

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

34. Defendants maintained and enforced scheduling, staffing, and imposed workload practices that frequently required Plaintiff and the Aggrieved Employees to forego their lawful, paid rest periods of net ten (10)-minutes for every four (4) hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted. On information and belief, due to chronic understaffing, Plaintiff was frequently the only server on duty and, as a result, was compelled to forgo his rest breaks in order to perform his job duties. Additionally, management never instructed or relieved Plaintiff to take his legally required rest periods as there was no management available on the work floor. As a result, Defendants failed to authorize and permit Plaintiff to take compliant rest breaks as required by California law.

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

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

37. In addition, during purported meal and rest periods, Plaintiff and the Aggrieved Employees were not relieved of all duty as required by law. By way of example, Plaintiff had to clock out for lunch but keep working, which prevented him from taking compliant uninterrupted meal breaks. Work demands, uniform practices, and requirements made taking breaks impracticable in many instances so they were not provided.

1 38. Defendants also required or expected Plaintiff and the Aggrieved Employees to incur
2 necessary business expenses in direct consequence of the discharge of their job duties without
3 reimbursement, in violation of Labor Code section 2802. For example, Plaintiff and the Aggrieved
4 Employees were required to use their personal cell phones for work-related activities such as
5 communication with management and/or co-workers, as well as to look up drink recipes or general hotel
6 information to make drinks or answer questions for guests. Further, Plaintiff and the Aggrieved
7 Employees were required to complete a CPR training in which Plaintiff had to pay ten dollars (\$10). On
8 information and belief, this was a policy required by Defendants that Plaintiff and the Aggrieved
9 Employees were required to complete. Plaintiff and the Aggrieved Employees incurred costs associated
10 with voice, text, and data services for Defendants' benefit and at Defendants' direction. Defendants failed
11 to reimburse Plaintiff and, on information and belief, similarly failed to reimburse the Aggrieved
12 Employees for these necessary business expenses.

13 39. In addition, on information and belief, Defendants required Plaintiff and the Aggrieved
14 Employees to wear non-slip shoes. Defendants failed to reimburse Plaintiff for uniform maintenance as
15 he was expected to maintain the cleanliness of his non-slip shoes. Plaintiff and the Aggrieved Employees
16 were required to incur unreimbursed out-of-pocket expenses for personal cell phone usage and uniform
17 maintenance. Defendants failed to reimburse Plaintiff and, on information and belief, similarly failed to
18 reimburse the Aggrieved Employees for these necessary business expenses.

19 40. Despite the above-mentioned reimbursement violations, Defendants failed to reimburse
20 Plaintiff and the Aggrieved Employees for personal cell phone usage and uniform maintenance incurred
21 for Defendants' benefit. As a result of Defendants' policies and practices, Defendants failed to reimburse
22 Plaintiff and other Aggrieved Employees for all necessary business expenses incurred in direct
23 consequence of the discharge of their duties, in violation of Labor Code § 2802, thereby subjecting
24 Defendants to civil penalties pursuant to Labor Code § 2699.

25 41. At the time of separation, Defendants failed to timely pay Plaintiff and, on information
26 and belief, similarly failed to timely pay other Aggrieved Employees all wages owed, including unpaid
27 minimum wages owed for off-the-clock work, overtime wages, as well as all meal and rest period
28 premium wages. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and
willfully failed to timely pay these wages despite their obligations under Labor Code sections 201, 202,

1 and 203.

2 42. In addition, Defendants failed to provide accurate, lawful wage statements as the wage
3 statements omitted information required by Labor Code section 226(a), including but not limited to,
4 minimum wages owed for off-the-clock work, overtime wages, all hours worked, as well as all meal and
5 rest period premiums owed, from Plaintiff and the Aggrieved Employees wage statements. Plaintiff and
6 the Aggrieved Employees received paystubs that did not accurately reflect all wages owed, in violation
7 of the California Labor Code and applicable IWC Wage Orders.

8 43. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage
9 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section
10 11000 *et seq.*

11 ***FAILURE TO PAY ALL EARNED WAGES***

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

14 45. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a
15 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
16 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
17 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
18 attorney's fees, and costs of suit.

19 46. Labor Code section 1197 provides: The minimum wage for employees fixed by the
20 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
21 the payment of a lower wage than the minimum so fixed is unlawful.

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

27 48. During all relevant periods, the California Labor Code and wage orders required that
28 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours
worked.

1 49. The IWC Wage Orders define “hours worked” as “the time during which an employee is
2 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
3 work, whether or not required to do so.”

4 50. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours for
5 which they were not paid because they were consistently required to perform work activities off-the-
6 clock, during which time they were under Defendants’ control and were suffered or permitted to work
7 without compensation.

8 51. In addition, Plaintiff and the Aggrieved Employees worked in excess of eight (8) hours in
9 a workday and/or forty (40) hours in a workweek without receiving overtime compensation at the required
10 rates of one and one-half (1.5) times their regular rate of pay, in violation of Labor Code section 510 and
11 applicable IWC Wage Orders.

12 52. Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to
13 perform compensable off-the-clock work without compensation resulted in their failure to pay all wages
14 earned, including the failure to pay at least the applicable minimum wage for every compensable hour
15 worked and overtime compensation where required, in violation of Labor Code sections 510, 558, 1194,
16 1197, 1198, and the applicable IWC Wage Orders, thereby subjecting themselves to civil penalties
17 recoverable pursuant to the provisions of the California Labor Code, including PAGA.

18 ***FAILURE TO PROVIDE LAWFUL MEAL PERIODS***

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

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

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

28 56. Plaintiff and the Aggrieved Employees were not provided with valid lawful off-duty meal
periods as required by Labor Code section 512.

1 57. As a consequence of Defendants' policies and practices, requirements, demands, coverage
2 and staffing, Plaintiff and the Aggrieved Employees had interrupted and/or late meal periods. On
3 information and belief, Plaintiff was compelled to take late meal breaks one to two times per week and
4 was not paid all meal premiums owed.

5 58. Upon information and belief, Plaintiff and the Aggrieved Employees were not paid one
6 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

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

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

12 61. As a result of Defendants' unlawful conduct, Defendants violated Labor Code sections
13 218.6, 226.7, 512, and the applicable IWC Wage Order(s), thereby subjecting Defendants to civil
14 penalties recoverable pursuant to the provisions of the California Labor Code, including PAGA.

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

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

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

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

26 65. Defendants were required to authorize and permit employees such as Plaintiff and the
27 Aggrieved Employees to take rest periods during shifts in excess of three and one-half (3.5) hours, based
28 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.

1 66. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and the
2 Aggrieved Employees' employment with Defendants, Defendants failed and refused to authorize and
3 permit Plaintiff and the Aggrieved Employees to take a lawful, net ten (10)-minute rest period for every
4 four (4) hours worked, or major fraction thereof. On information and belief, due to Defendants'
5 scheduling, staffing, and workload practices, Plaintiff was never provided rest breaks. He was compelled
6 to not take rest breaks as he was the only server during his shift and he was never told to take a break.

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

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

15 69. As a result of Defendants' unlawful conduct, Defendants violated Labor Code sections
16 226.7, and the applicable IWC Wage Order(s), thereby subjecting Defendants to civil penalties
17 recoverable pursuant to the provisions of the California Labor Code, including PAGA.

18 ***FAILURE TO REIMBURSE NECESSARY EXPENSES***

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

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

23 72. Plaintiff and the Aggrieved Employees were required to incur necessary business
24 expenses in the discharge of their job duties, including the required use of personal cell phones for work-
25 related calls, communications, and tasks as well as uniform maintenance, and mandatory CPR training,
26 for which Defendants failed to provide reimbursement.

27 73. Upon information and belief, Defendants maintained policies and practices of failing to
28 reimburse Plaintiff and the other similarly situated employees for necessary business expenses incurred
in the discharge of their job duties.

1 74. As a result of Defendants' unlawful conduct, Plaintiffs and the Aggrieved Employees
2 incurred out-of-pocket expenses for which they were not reimbursed. Defendants' failure to reimburse
3 these necessary expenses violated Labor Code section 2802.

4 75. As a result of Defendants' unlawful conduct, Defendants violated Labor Code section
5 2802, thereby subjecting Defendants to civil penalties recoverable pursuant to the provisions of the
6 California Labor Code, including PAGA.

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

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

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

12 78. During all relevant periods, Defendants failed to timely pay all wages earned and due to
13 Plaintiff and the Aggrieved Employees within the time required by California law, including all
14 applicable minimum wages owed for off-the-clock work, overtime wages, and meal and rest period
15 premium wages.

16 79. Defendants' failure to timely pay wages was the result of uniform policies and practices
17 applicable to Plaintiff and the Aggrieved Employees.

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

20 81. As a result of Defendants' unlawful conduct, Defendants violated Labor Code section 204,
21 thereby subjecting Defendants to civil penalties recoverable pursuant to the provisions of the California
22 Labor Code, including PAGA.

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

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

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

28 84. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay
such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back

1 wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

2 85. Plaintiff and the Aggrieved Employees earned wages, including minimum wages for off-
3 the-clock work, overtime wages, and meal and rest period premium wages, that were not timely paid upon
4 separation.

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

8 87. More than thirty (30) days have passed since affected Aggrieved Employees have left
9 Defendants' employ, and on information and belief, they have not received payment pursuant to Labor
10 Code § 203.

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

13 ***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE***
14 ***WAGE STATEMENT PROVISIONS***

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

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

27 91. Defendants knowingly and intentionally failed to furnish Plaintiff with accurate, itemized
28 wage statements in violation of California Labor Code section 226. At all relevant times, Defendants
controlled the preparation, content, and issuance of Plaintiff's wage statements and knowingly furnished

1 wage statements that omitted and/or inaccurately stated information required by section 226(a),
2 including but not limited to, minimum wages for off-the-clock work, overtime wages, all hours worked,
3 and all meal and rest period premiums owed. Defendants' violations were knowing and intentional
4 because they knowingly provided wage statements containing inaccurate or incomplete information,
5 regardless of whether they specifically intended to violate the Labor Code. As a result of Defendants'
6 actions, Plaintiff was prevented from promptly and easily determining whether they had been properly
7 compensated.

8 92. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
9 Orders, Defendants did not and still do not furnish each Aggrieved Employee with an accurate itemized
10 statement in writing accurately reflecting all of the required information. Here, Defendants have failed to
11 provide accurate itemized wage statements as a consequence of the above-specified violations for failure
12 to accurately pay all minimum wages for off-the-clock work, overtime wages, and meal and rest period
13 premiums owed. In addition, Defendants have failed to provide accurate itemized wage statements for
14 failure to accurately record all hours worked.

15 93. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
16 above, Plaintiff and the Aggrieved Employees are each entitled to recover up to a maximum of
17 \$4,000.00, along with an award of costs and reasonable attorneys' fees.

18 94. As a result of Defendants' unlawful conduct, Defendants violated Labor Code section
19 226 by failing to furnish accurate and complete itemized wage statements. As a result, Defendants are
20 subject to civil penalties recoverable pursuant to the provisions of the California Labor Code, including
21 PAGA.

22 **CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

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

25 **SECTION 2698 ET SEQ.**

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

28 96. Plaintiff gave timely written notice by online submission to the LWDA and by certified
mail to Defendants of Defendants' violations of numerous provisions of the California Labor Code and

1 the IWC Wage Orders as alleged in this complaint.

2 97. Plaintiff Marcos Garcia, is an “aggrieved employee” as defined in Labor Code Section
3 2699(A), as he was employed by Defendants during the statutory period and suffered one or more of the
4 Labor Code violations set forth herein. He seeks to recover for himself and all other current and former
5 aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable attorneys’
6 fees and costs.

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

9 99. Plaintiff has exhausted all administrative procedures required of them under the Labor
10 Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause
11 of action.

12 100. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which
13 Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

14 101. Plaintiff seeks to recover the PAGA civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.
16 Class certification of the PAGA claims is not required.

17 102. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover civil
18 penalties for which Defendants are liable due to numerous Labor Code and Wage Order violations as set
19 forth in this Complaint.

20 103. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seek penalties
21 under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 22 a. Defendants' failure to comply with Labor Code sections 510, 1194, 1197, and 1198,
23 and the applicable IWC Wage Orders, by failing to pay minimum wages, overtime
24 wages, and wages for all compensable off-the-clock work;
- 25 b. Defendants’ failure to comply with the requirement of Labor Code §§204 to pay,
26 without condition and within the time set by the applicable article, all wages, or parts
27 thereof;
- 28 c. Defendants’ failure to comply with the requirement of Labor Code §§201 and 202 to
pay wages due to former employees;

- d. Defendants' failure to comply with the requirement of Labor Code §203 to pay waiting time penalties to former employees;
- e. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal periods;
- f. Defendants' failure to comply with the requirement of Labor Code §226.7, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful meal break that was not provided;
- g. Defendants' failure to comply with the requirement of Labor Code §226.7, and IWC Wage Orders to authorize and permit a ten (10) minute rest break for every four (4) hours worked;
- h. Defendants' failure to comply with the requirement of Labor Code §§226.7, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each statutorily required rest break that was not lawfully authorized and permitted;
- i. Defendants' failure to provide accurate compliant wage statements under Labor Code section 226; and
- j. Defendants' failure to comply with the requirement of Labor Code §2802 to reimburse necessary business expenses incurred.

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 are 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 are 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 we awarded sixty-five percent (65%) of the penalties due under California Law.

PRAYER FOR RELIEF

1 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 2 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the violations
3 specified above;
- 4 2. For penalties under Labor Code sections 226.3, 1197.1, and 2699(a) and (f);
- 5 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, California Civil Code §§
6 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
- 7 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§226, 1194, 2699,
8 and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing for
9 attorneys' fees and costs; and
- 10 5. For such other and further relief as the Court deems proper.

11 Respectfully submitted,

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14 Dated: July 20, 2026

15 JAMES HAWKINS, APLC
16 James R. Hawkins, Esq.
Vikram J. Kapoor, Esq.

17 Attorneys for Plaintiff MARCOS GARCIA, on behalf of
18 himself and all others similarly situated

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