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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOSE SANTIAGO, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

RURAL/METRO FIRE DEPT., INC., an
Arizona corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2024-00005548-CU-OE-CTL

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of California Labor Code §§ 218, 1194, 1194.2, 1197, and 1198 and Cal. Code Regs., tit. 8, § 11050, subd. 5(A)(Unpaid Reporting Time Wages)
- (6) Violation of California Labor Code §§ 218, 1194, 1194.2, 1197 and 1198 and Cal. Code Regs., tit. 8, § 11050, subd. 4(C)(Unpaid Split Shift Premiums)
- (7) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (8) Violation for Cal. Labor Code §§ 204

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- and 210 (Wages Not Timely Paid During Employment)
- (9) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
 - (10) Violation of Cal. Labor Code § 246 (Failure to Pay Sick Time at the Proper Rate and Provide Notice of Paid Sick Time Accrual)
 - (11) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
 - (12) Violation of Cal. Labor Code § 227.3 (Failure to Pay Accrued/Unused Vacation Time/Paid Time Off)
 - (13) Violation of Cal. Business & Professions Code § 17200, et seq.
 - (14) Violation of Cal. Labor Code § 2698, et seq. (Private Attorneys General Act)

Plaintiff JOSE SANTIAGO ("Plaintiff"), individually and on behalf of other members of the general public similarly situated, and as a private attorney general, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants RURAL/METRO FIRE DEPT., INC. and DOES 1 THROUGH 50 (hereinafter also collectively referred to as "Defendants") for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to pay reporting time wages, failure to pay split shift premiums, failure to timely pay final wages, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to pay sick time at the proper rate and provide notice of paid sick time accrual, failure to reimburse necessary business-related expenses, failure to pay accrued vacation time and paid time off, and failure to pay and failure to produce personnel and payroll records.

2. Plaintiff's First through Thirteenth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph 18, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's Fourteenth Cause of Action is brought as a representative action pursuant to California Labor Code section 2698, *et seq* on behalf of himself, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from January 16, 2023 to final judgment ("Aggrieved Employees"). Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Diego.

PARTIES

7. Plaintiff JOSE SANTIAGO is an individual residing in the State of California.

8. Defendant RURAL/METRO FIRE DEPT., INC. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Arizona, and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct. Plaintiff will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

10. Defendant RURAL/METRO FIRE DEPT., INC. and Doe Defendants 1 through 50 are collectively referred to herein as “Defendants.”

11. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting

1 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
2 employment, joint venture, conspiracy, or alter ego relationship.

3 12. Defendants are and at all times herein mentioned were, (a) conducting business in the
4 County of San Diego, State of California, and (b) the employer of Plaintiff, the Class, and the
5 Aggrieved Employees consistent with the California Labor Code and Industrial Welfare Commission
6 Wage Orders ("Wage Orders").

7 13. At all relevant times, Defendants, directly or indirectly, had the authority to hire and
8 terminate Plaintiff, the Class, and the Aggrieved Employees, and controlled or affected the working
9 conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the
10 Aggrieved Employees so as to make each of said Defendants employers jointly liable under the
11 statutory provisions set forth herein.

12 14. At all relevant times, Defendants exercised sufficient authority over the terms and
13 conditions of Plaintiff's, the Class's, and the Aggrieved Employees' employment for them to be joint
14 employers of Plaintiff, the Class, and the Aggrieved Employees.

15 15. At all relevant times, Defendants, and each of them, ratified each and every act or
16 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
17 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
18 alleged.

19 16. Plaintiff is informed and believes, and based thereon alleges, that each of said
20 Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 **CLASS ACTION ALLEGATIONS**

23 17. Plaintiff brings the First through Thirteenth Causes of Action as a class action on his
24 own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks
25 class certification under Code of Civil Procedure section 382.

26 18. The proposed class is defined as follows: All current and former non-exempt
27 employees of any of the Defendants within the State of California at any time commencing four (4)
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1 years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class
2 action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

3 19. Plaintiff reserves the right to establish other subclasses as appropriate.

4 20. The Class is ascertainable and there is a well-defined community of interest in the
5 litigation:

- 6 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
7 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
8 time; however, the Class is estimated to be over fifty (50) individuals and the identity
9 of such membership is readily ascertainable by inspection of Defendants' employment
10 records.
- 11 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
12 herein. Plaintiff will fairly and adequately protect the interests of the other Class
13 Members with whom he has a well-defined community of interest.
- 14 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
15 Member, with whom he has a well-defined community of interest and typicality of
16 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
17 Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
18 governing class action discovery, certification, and settlement. Plaintiff has incurred,
19 and during the pendency of this action will continue to incur, costs and attorneys' fees,
20 which have been, are, and will be necessarily expended for the prosecution of this
21 action for the substantial benefit of each Class Member.
- 22 d. Superiority: A class action is superior to other available methods for the fair and
23 efficient adjudication of this litigation because individual joinder of all Class Members
24 is impractical.
- 25 e. Public Policy Considerations: Certification of this lawsuit as a class action will
26 advance public policy objectives. Employers of this great state violate employment
27 and labor laws every day. Current employees are often afraid to assert their rights out
28 of fear of direct or indirect retaliation. However, class actions provide the Class

1 Members who are not named in the complaint anonymity that allows for the
2 vindication of their rights.

3 21. There are common questions of law and fact as to the Class that predominate over
4 questions affecting only individual members. The following common questions of law or fact, among
5 others, exist as to the members of the Class:

- 6 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
7 accordance with the California Labor Code was willful;
- 8 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
9 the other Class Members for all hours worked, and missed, short, late or interrupted
10 meal periods and rest breaks in violation of California law;
- 11 c. Whether Defendants required Plaintiff and the other Class Members to work more than
12 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay
13 the legally required overtime compensation to Plaintiff and the other Class Members;
- 14 d. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or
15 rest periods or required Plaintiff and the other Class Members to work during meal
16 and/or rest periods without compensation;
- 17 e. Whether Defendants failed to pay meal period premium wages to Class Members
18 when they were not provided with a legally compliant meal period;
- 19 f. Whether Defendants failed to pay rest period premium wages to Class Members when
20 they were not authorized and permitted to take legally compliant rest periods;
- 21 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
22 Members for all hours worked;
- 23 h. Whether Defendants failed to pay Plaintiff and the other Class Members proper
24 overtime compensation pursuant to California law;
- 25 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
26 reporting time wages pursuant to California law;
- 27 j. Whether Defendants failed to pay Plaintiff and the other Class Members proper split
28 shift premiums pursuant to California law;

- 1 k. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
2 Members within the time required upon their discharge or resignation from
3 employment;
- 4 l. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
5 Members during their employment with Defendants;
- 6 m. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all
7 necessary business-related expenses and costs;
- 8 n. Whether Defendants complied with wage reporting as required by the California Labor
9 Code, including section 226;
- 10 o. Whether Defendants paid Plaintiffs and other Class Members sick time at the proper
11 and whether Defendants provided Plaintiffs and other Class Members with proper
12 notice paid sick time accrual, as required by the California Labor Code, including
13 section 246;
- 14 p. Whether Defendants' conduct was with malice, fraud or oppression;
- 15 q. Whether Defendants' conduct was willful or reckless;
- 16 r. Whether Defendants engaged in unfair business practices in violation of California
17 Business & Professions Code section 17200, *et seq.* based on their improper
18 withholding of compensation and deduction of wages;
- 19 s. The appropriate amount of damages, restitution, and/or monetary penalties resulting
20 from Defendants' violation of California law; and
- 21 t. Whether Plaintiff and the other Class Members are entitled to compensatory damages
22 pursuant to the California Labor Code.

23 **GENERAL ALLEGATIONS**

24 22. Defendants are a provider of private fire, rescue hazmat response services.

25 23. Defendants employed Plaintiff to work as a Rescue Technician from approximately
26 April 2018 to October 2023.

27 24. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
28 Aggrieved Employees as hourly-paid or non-exempt employees.

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

3 26. Plaintiff is informed and believes, and thereon alleges that Defendants have committed
4 numerous wage abuses against their hourly-paid or non-exempt employees. As set forth in more detail
5 below, this pattern and practice of wage abuse involved, *inter alia*, regularly requiring Plaintiff, the
6 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to
7 pay them for all hours worked, including minimum and overtime wages. Defendants also implemented
8 time rounding practices that at times resulted in the underpayment of wages, including minimum and
9 overtime wages, to Plaintiff, the Class, and the Aggrieved Employees. Defendants also implemented
10 policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording
11 the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
12 all wages owed. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the
13 Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of
14 California law. Defendants also failed to reimburse Plaintiff, the Class, and the Aggrieved Employees
15 for all necessary business-related expenses, failed to pay reporting time wages and split shift
16 premiums, failed to timely pay wages during employment and upon termination of employment, failed
17 to provide accurate itemized wage statements, and failed to pay sick time at the proper rate and provide
18 notice of paid sick time accrual.

19 27. Throughout the time period involved in this case, Defendants have implemented
20 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with
21 timely and duty-free meal periods. Defendants at regularly failed to relieve Plaintiff, the Class, and
22 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
23 over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly failed to
24 permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
25 periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from
26 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
27 and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour
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1 of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records
2 of meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

3 28. Throughout the time period involved in this case, Defendants did not adequately inform
4 Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California
5 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
6 timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants'
7 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way
8 Plaintiff that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff,
9 the Class, and the Aggrieved Employees to work through their meal periods, for which they were not
10 compensated.

11 29. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
12 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
13 interrupted, or shortened in violation of California law. Defendants knew or should have known that
14 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment
15 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
16 and/or interrupted. Notwithstanding this knowledge, Defendants regularly failed to provide legally
17 compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and regularly failed to
18 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular
19 rate of pay when a meal period was missed, short, late, and/or interrupted.

20 30. Throughout the time period involved in this case, Defendants have implemented
21 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking
22 timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit
23 Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for
24 every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest
25 periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to
26 authorize, permit, and provide such rest breaks in the middle of each work period.

27 31. Throughout the time period involved in this case, Defendants did not adequately inform
28 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California

1 law. Moreover, Defendants often disregarded their own written policies regarding the provision and
2 timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants'
3 actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way
4 that regularly prohibited them from taking timely and duty-free rest periods, and to regularly require
5 Plaintiff, the Class, and the Aggrieved Employees to work through their rest periods.

6 32. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
7 the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
8 interrupted, or shortened in violation of California law. Defendants knew or should have known that
9 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment
10 of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late,
11 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and
12 permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to
13 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular
14 rate of pay when a rest period was missed, short, late and/or interrupted.

15 33. Throughout the time period involved in this case, Defendants regularly required
16 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Plaintiff, the Class,
17 and the Aggrieved Employees were not compensated for such off the clock work.

18 34. Throughout the time period involved in this case, Defendants employed a time
19 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
20 ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all time
21 worked.

22 35. Throughout the time period involved in this case, Defendants implemented policies
23 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual
24 time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages
25 owed.

26 36. Throughout the time period involved in this case, Plaintiff, the Class, and the
27 Aggrieved Employees at times worked more than eight (8) hours in a day, and/or forty (40) hours in
28 a week.

1 37. Throughout the time period involved in this case, Defendants regularly failed to pay all
2 overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked
3 in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work week, or in
4 excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single work week.
5 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
6 entitled to receive certain wages for overtime compensation and that they were not receiving wages
7 for overtime compensation.

8 38. Throughout the time period involved in this case, Defendants failed to pay overtime to
9 Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular rates
10 of pay correctly calculated to include all applicable remuneration.

11 39. Throughout the time period involved in this case, Defendants regularly failed to pay
12 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
13 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
14 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
15 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
16 *alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage
17 pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform
18 work off the clock, and implementing time rounding policies that at times resulted in the underpayment
19 of wages to Plaintiff, the Class, and the Aggrieved Employees.

20 40. Throughout the time period involved in this case, Defendant knew or should have
21 known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive reporting time
22 pay on occasions when they reported to work but were not put to work or were furnished less than
23 half of their usual or scheduled day's work, and that Plaintiff, the Class, and the Aggrieved Employees
24 were not receiving certain reporting time pay.

25 41. Throughout the time period involved in this case, Defendants knew or should have
26 known that, Plaintiff, the Class, and the Aggrieved Employees were entitled to payment of one hour's
27 pay at the minimum wage in addition to the minimum wage for each workday in which Plaintiff, the
28 Class, and the Aggrieved Employees worked a schedule interrupted by non-paid, non-working

1 periods established by Defendants other than bona fide rest or meal periods, and that Plaintiff, the
2 Class, and the Aggrieved Employees were not receiving such split shift premiums.

3 42. Throughout the time period involved in this case, Defendants regularly failed to pay
4 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
5 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
6 Employees were entitled to receive all wages owed to them upon termination within the time
7 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
8 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
9 including overtime compensation, minimum wages, meal and rest period premiums, reporting time
10 wages, and split shift premiums within any time permissible under California Labor Code section 202.
11 Defendant also failed to pay Plaintiff, the Class, and the Aggrieved Employees

12 43. Throughout the time period involved in this case, Defendants regularly failed to pay
13 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
14 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
15 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
16 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
17 receive payment of all wages, including overtime compensation, minimum wages, meal and rest
18 period premiums, reporting time wages, and split shift premiums.

19 44. Throughout the time period involved in this case, Defendants regularly failed to
20 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees.
21 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
22 entitled to receive complete and accurate wage statements in accordance with California law, but, in
23 fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies
24 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages
25 earned, and the correct rates of pay.

26 45. Throughout the time period involved in this case, Defendants knew or should have
27 known that Defendants were required to pay sick leave to Plaintiff, the Class, and the Aggrieved
28 Employees at the proper rate of pay in accordance with California law, but, in fact, did not do so.

1 46. Throughout the time period involved in this case, Defendants knew or should have
2 known that Defendants were required to provide written notice at the time of hiring and thereafter
3 upon any changes, of *inter alia*, the rates of pay, regular payday, and sick pay policies applicable to
4 Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but, in fact,
5 did not do so.

6 47. Throughout the time period involved in this case, Defendants also failed to provide
7 Plaintiffs, the Class, and the Aggrieved Employees with written notice of the amount of sick leave
8 available, or paid time off in lieu of sick leave, for us on Plaintiffs', the Class', and the Aggrieved
9 Employees' itemized wage statements or in a separate writing provided on the designated pay date
10 with Defendants' employment of wages. Defendants further failed to provide the amount of
11 supplemental COVID-19 paid sick leave on its wage statements.

12 48. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
13 the Class, and the Aggrieved Employees wages owed to them for accrued and unused vacation time
14 and paid time upon termination of their employment with Defendants.

15 49. Throughout the time period involved in this case, Defendants regularly failed to keep
16 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
17 Defendants knew or should have known that Defendants were required to keep complete and accurate
18 payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California
19 law, but, in fact, did not keep complete and accurate payroll records.

20 50. Throughout the time period involved in this case, Defendants regularly failed to
21 maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work
22 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

23 51. Throughout the time period involved in this case, Defendants failed to reimburse
24 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
25 including but not limited to costs associated with the use of personal cell phones. Defendants knew or
26 should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved
27 Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in
28 violation of California law.

52. Throughout the time period involved in this case, Defendant knew or should have known that Defendants were required to produce employee records to Plaintiff, the Class, and the Aggrieved Employees for inspection upon request pursuant to California Labor Code sections 226, 432, and 1198.5, but failed to do so.

53. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed to them, to increase Defendants' profits.

54. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

56. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

57. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other Class Members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

58. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate

1 of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess
2 of eight (8) hours on the seventh day of work in a workweek.

3 59. California Labor Code section 510 codifies the right to overtime compensation at one-
4 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no
6 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
7 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

8 60. During the relevant time period, Plaintiff and the other Class Members regularly
9 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

10 61. During the relevant time period, Defendants intentionally and willfully failed to pay
11 overtime wages owed to Plaintiff and the other Class Members.

12 62. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of
13 overtime compensation, as required by California laws, violates the provisions of California Labor
14 Code sections 510 and 1198, and is therefore unlawful.

15 63. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
16 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 226.7 and 512(a))**

19 **(Against All Defendants)**

20 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
21 allegation set forth above.

22 65. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7
23 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

24 66. At all relevant times, California Labor Code section 226.7 provides that no employer
25 shall require an employee to work during any meal or rest period mandated by an applicable order of
26 the California IWC.

27 67. At all relevant times, the applicable IWC Wage Order and California Labor Code
28 section 512(a) provide that an employer may not require, cause or permit an employee to work for a

1 work period of more than five (5) hours per day without providing the employee with a meal period
2 of not less than thirty (30) minutes, except that if the total work period per day of the employee is no
3 more than six (6) hours, the meal period may be waived by mutual consent of both the employer and
4 employee.

5 68. At all relevant times, California Labor Code section 512(a) further provides that an
6 employer may not require, cause or permit an employee to work for a work period of more than ten
7 (10) hours per day without providing the employee with a second uninterrupted meal period of not
8 less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,
9 the second meal period may be waived by mutual consent of the employer and the employee only if
10 the first meal period was not waived.

11 69. During the relevant time period, Plaintiff and the other Class Members who were
12 scheduled to work for a period of time longer than five (5) hours, and who did not waive their legally-
13 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
14 without an uninterrupted meal period of not less than thirty (30) minutes.

15 70. During the relevant time period, Plaintiff and the other Class Members who were
16 scheduled to work for a period of time in excess of ten (10) hours were required to work for periods
17 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
18 minutes.

19 71. During the relevant time period, Defendants intentionally and willfully required
20 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were
21 late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full
22 meal period premium for missed, shortened, late, or interrupted meal periods.

23 72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
24 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

25 73. Defendants' conduct violates the applicable IWC Wage Order and California Labor
26 Code sections 226.7 and 512(a).

27 74. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional

1 hour of pay at the employee's regular rate of compensation for each workday that the meal period was
2 not provided. Plaintiff is also entitled to attorneys' fees and costs.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against All Defendants)**

6 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
7 allegation set forth above.

8 76. At all times herein set forth, the applicable IWC Wage Order and California Labor
9 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
10 Defendants.

11 77. At all relevant times, California Labor Code section 226.7 provides that no employer
12 shall require an employee to work during any rest period mandated by an applicable order of the
13 California IWC.

14 78. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
15 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
16 the middle of each work period" and that the "rest period time shall be based on the total hours worked
17 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the
18 total daily work time is less than three and one-half (3.5) hours."

19 79. During the relevant time period, Defendants required Plaintiff and other Class
20 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
21 period per each four (4) hour period worked.

22 80. During the relevant time period, Defendants willfully required Plaintiff and the other
23 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
24 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to
25 take uninterrupted, duty-free rest breaks.

26 81. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
27 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
28

1 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
2 Members from taking uninterrupted rest periods.

3 82. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
4 section 226.7.

5 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
6 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
7 hour of pay at the employees' regular hourly rate of compensation for each workday that the rest
8 period was not provided. Plaintiff is also entitled to attorneys' fees and costs.

9 **FOURTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

11 **(Against All Defendants)**

12 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
13 allegation set forth above.

14 85. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
15 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
16 so fixed is unlawful.

17 86. During the relevant time period, Defendants regularly failed to pay minimum wage to
18 Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194,
19 1197, and 1197.1.

20 87. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage
21 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
22 sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their
23 minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages
24 in an amount equal to the wages unlawfully unpaid and interest thereon.

25 88. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
26 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
27 unpaid and interest thereon.

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 218, 1194, 1194.2, 1197, and 1198 and Cal. Code Regs.,**
3 **tit. 8, § 11050, subd. 5(A))**

4 **(Against All Defendants)**

5 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
6 allegation set forth above.

7 90. At all relevant times, the applicable IWC Wage Orders and California Labor Code
8 section 1198 were applicable to Plaintiff's and the other Class Members' employment by Defendants.

9 91. California Labor Code section 1198 provides that the employment of any employee for
10 longer hours than those fixed by the IWC Wage Order or under conditions of labor prohibited by the
11 IWC Wage Orders is unlawful.

12 92. At all relevant times set forth herein, the applicable IWC Wage Order provided that for
13 each workday an employee is required to report for work and does report, but is not put to work or is
14 furnished less than half said employee's usual or scheduled day's work, the employee shall be paid
15 for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than
16 four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

17 93. At all relevant times set forth herein, the applicable IWC Wage Order provided that if
18 an employee is required to report for work a second time in any one workday and is furnished less
19 than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at
20 the employee's regular rate of pay, which shall not be less than the minimum wage.

21 94. During the relevant time period, Plaintiff and the other Class Members, who were
22 required to report to work and did report to work, were not put to work or were furnished less than
23 half of their usual or scheduled day's work.

24 95. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
25 Members the reporting time pay due pursuant to the applicable IWC Wage Order.

26 96. California Labor Code section 218 provides a private right of action to employees to
27 sue directly for any wages or penalty due him under that article. Pursuant to the applicable IWC Wage
28 Order, Plaintiff and the other Class Members are entitled to recover the reporting time pay prescribed

1 by the Wage Order in an amount of no less than two (2) hours nor more than four (4) hours, at the
2 employee's regular rate of pay.

3 97. California Labor Code section 1197 provides that the minimum wage for employees
4 fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to
5 employees, and the payment of a lower wage than the minimum so fixed is unlawful. Pursuant to
6 California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover the
7 unpaid balance of the full amount of minimum wage or overtime compensation due to them, including
8 interest thereon, reasonable attorney's fees, and costs of suit.

9 98. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
10 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 **SIXTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 218, 1194, 1194.2, 1197 and 1198 and Cal. Code Regs.,**

14 **tit. 8, § 11050, subd. 4(C))**

15 **(Against All Defendants)**

16 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
17 allegation set forth above.

18 100. At all relevant times, the applicable IWC Wage Orders and California Labor Code
19 section 1198 were applicable to Plaintiff's and the other Class Members' employment by Defendants.

20 101. California Labor Code section 1198 provides that the employment of any employee for
21 longer hours than those fixed by the IWC Wage Order or under conditions of labor prohibited by the
22 IWC Wage Orders is unlawful.

23 102. The applicable IWC Wage Orders define a split shift as "a work schedule which is
24 interrupted by non-paid non-working periods established by the employer, other than bona fide rest or
25 meal period premiums."

26 103. The applicable IWC Wage Order provide that when an employee works a split shift,
27 the employer must pay the employee on hour's pay at the minimum wage in addition to the minimum
28 wage for that workday.

104. During the relevant time period, Plaintiffs and the other Class Members were required by Defendant to work split shifts.

105. During the relevant time period, Defendants failed to pay one hour's pay at the minimum wage in addition to the minimum wage for each workday in which Plaintiffs and the other Class Members were required by Defendant to work a split shift.

106. Defendants' failure to pay Plaintiffs and the other class members one hour's pay at the minimum wage in addition to the minimum wage for each workday in which Plaintiffs and the other Class Members worked a split shift violates the provisions of California Labor Code section 1198 and the applicable IWC Wage Orders

107. Pursuant to California Labor Code sections 1194 and 1198, Plaintiffs and the other Class Members are entitled to recover unpaid minimum wages, as well as interest, costs, and attorneys' fees.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

109. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

110. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages,

1 straight time wages, overtime wages, meal period premiums, rest period premiums, reporting time
2 wages, and split shift premiums within seventy-two (72) hours of their leaving Defendants' employ.

3 111. Defendants' failure to pay Plaintiff and other Class Members who are no longer
4 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
5 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

10 113. Plaintiff and other Class Members who are no longer employed by Defendants are
11 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up
12 to a thirty (30) day maximum pursuant to California Labor Code section 203.

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 204 and 210)**

15 **(Against All Defendants)**

16 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
17 allegation set forth above.

18 115. At all times herein set forth, California Labor Code section 204 provides that all
19 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
20 calendar month, other than those wages due upon termination of an employee, are due and payable
21 between the 16th and the 26th day of the month during which the labor was performed.

22 116. At all times herein set forth, California Labor Code section 204 provides that all
23 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
24 calendar month, other than those wages due upon termination of an employee, are due and payable
25 between the 1st and the 10th day of the following month.

26 117. At all times herein set forth, California Labor Code section 204 provides that all
27 wages earned for labor in excess of the normal work period shall be paid no later than the payday
28 for the next regular payroll period.

118. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

119. Plaintiff and the other Class Members are entitled to recover all remedies available for violations of California Labor Code section 204

NINTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

121. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

122. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to list the total number of hours worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, and all applicable hourly rates.

123. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

124. More specifically, Plaintiff and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

125. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

126. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

TENTH CAUSE OF ACTION

(Violation of California Labor Code § 246)

(Against All Defendants)

127. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

128. At all time herein set forth, California Labor Code sections 246(a)(1) provides that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of their employment.

129. At all times herein set forth, California Labor Code section 246(*I*) required that employers calculate paid sick leave for non-exempt employees using either of the following calculations: (1) paid sick time shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek, or (2) paid sick time shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

1 130. At all times herein set forth, California Labor Code section 246(i) provides that an
2 employer shall provide an employee with written notice that sets forth the amount of paid sick leave
3 available, or paid time off leave an employer provides in lieu of sick leave, for use on either the
4 employee's itemized wage statement described in Section 226(i) or in a separate writing provided on
5 the designated pay date with the employee's payment of wages. If an employer provides unlimited
6 paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by
7 indicating on the notice or the employee's itemized wage statement "unlimited."

8 131. At all times herein set forth, Defendants failed to provide proper paid sick leave to
9 Plaintiff and other Class Members. Defendants either failed to provide paid sick leave, or improperly
10 calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and Aggrieved
11 Employees by failing to base the accrued sick leave hours on the correct number of hours worked as
12 a result of Defendants' practice of time rounding Plaintiff and other Class Members' hours.

13 132. At all times herein set forth, Defendants have intentionally and willfully failed to
14 provide Plaintiff and other Class Members with written notice, either on itemized wage statements
15 or in a separate writing accompanying such wage statements, of the amount of paid sick leave
16 available to them, or paid time off Defendants provided in lieu of sick leave.

17 133. As a result of Defendant's violation of California Labor Code section 246, Plaintiff
18 and the other Class Members have suffered injury and damage to their statutorily-protected rights.

19 **ELEVENTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 2800 and 2802)**

21 **(Against All Defendants)**

22 134. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
23 allegation set forth above.

24 135. Pursuant to California Labor Code sections 2800 and 2802, an employer must
25 reimburse its employee for all necessary expenditures incurred by the employee in direct consequence
26 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
27 consequence of his or her obedience to the directions of the employer.

136. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

137. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code § 227.3.)

(Against All Defendants)

138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

139. California Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to the employee as wages at their final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

140. At all times herein set forth, Defendants failed to pay Plaintiff and other Class Members wages owed for all earned and unused/accrued vacation time and paid time off at their final rate of pay at the time their employment with Defendants ended. Accordingly, Plaintiff and the other Class Members are entitled to recover the unpaid balance of the full amount of wage owed to them for unused/accrued vacation time and paid time off, including interest thereon, reasonable attorney's fees, and costs of suit.

1 **THIRTEENTH CAUSE OF ACTION**

2 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

3 **(Against All Defendants)**

4 141. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 142. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
7 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors.
8 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
9 meaning of Code of Civil Procedure section 1021.5.

10 143. Defendants' activities as alleged herein are violations of California law, and constitute
11 unlawful business acts and practices in violation of California Business & Professions Code section
12 17200, *et seq.*

13 144. A violation of California Business & Professions Code section 17200, *et seq.* may be
14 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
15 practices of requiring employees, including Plaintiff and the Class, to work overtime without paying
16 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
17 Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work
18 through their meal and rest periods without paying them proper compensation violate California Labor
19 Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay
20 wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

21 145. Defendants also violated California Labor Code sections 221, 226(a), 246, 1194, 1197,
22 1197.1, 510, 1174(d), 2800, and 2802.

23 146. As a result of the herein described violations of California law, Defendants unlawfully
24 gained an unfair advantage over other businesses.

25 147. Plaintiff and the Class have personally been injured by Defendants' unlawful business
26 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
27 property.
28

1 148. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff
2 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
3 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
4 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award
5 of costs.

6 **FOURTEENTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 2698, Et Seq.)**

8 **(Against All Defendants)**

9 149. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
10 allegation set forth above.

11 150. Plaintiff brings his fourteenth cause of action as a representative action on behalf of
12 himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to
13 the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

14 151. PAGA specifically provides for a private right of action to recover civil penalties for
15 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
16 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
17 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
18 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
19 brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

21 152. Plaintiff was employed by Defendants and the Labor Code violations alleged above
22 were committed against him during his time of employment. Plaintiff is therefore an "aggrieved
23 employee" under PAGA.

24 153. As set forth in detail above, during all times relevant to this Action, Defendants have
25 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
26 by:

- 27 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
28 compensation in violation of Labor Code §§ 1182.12, 1194, 1197, and 1198 *et seq.*

- 1 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
2 compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*
- 3 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
4 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
5 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
6 and 512.
- 7 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
8 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
9 additional hour of premium pay for rest period violations in violation of Labor Code §
10 226.7.
- 11 e. Failing to pay reporting time wages to Plaintiff and the Aggrieved Employees in
12 violation of Labor Code §§ 218, 1194, 1194.2, 1197, and 1198 and Cal. Code Regs.,
13 tit. 8, § 11050, subd. 5(A).
- 14 f. Failing to pay split shift premiums to Plaintiff and the Aggrieved Employees in
15 violation of Labor Code §§ 218, 1194, 1194.2, 1197 and 1198 and Cal. Code Regs., tit.
16 8, § 11050, subd. 4(C).
- 17 g. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of
18 their employment in violation of Labor Code §§ 201 and 202.
- 19 h. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
20 employment in violation of Labor Code § 204.
- 21 i. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
22 itemized wage statements in violation of Labor Code § 226.
- 23 j. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees'
24 work periods, meal periods, total daily hours, hours per pay period, total wages and
25 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
26 applicable IWC Wage Order.
- 27 k. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
28 related expenses in violation of Labor Code §§ 2800 and 2802.

- 1 l. Failing to pay Plaintiff and the Aggrieved Employees sick time at the proper rate and
- 2 provide Plaintiff and the Aggrieved Employees with notice of paid sick time accrual in
- 3 violation of Labor Code § 246.
- 4 m. Failing to pay Plaintiff and the Aggrieved Employees wages for accrued/unused
- 5 vacation time and paid time off at the time their employment with Defendants ended.
- 6 n. Failing to produce personnel files and payroll records to Plaintiff and the Aggrieved
- 7 Employees in violation of Labor Code §§ 226(b)-(c), 432, and 1198.5.

8 154. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
9 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to
10 recover penalties against Defendants for the Labor Code violations described above, including
11 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, 1197.1,
12 and 1198.5 penalties under the applicable IWC Wage Order, and any and all additional penalties and
13 sums as provided by the California Labor Code and/or other statutes. The exact amount of the
14 applicable penalties, in all, is in an amount to be shown according to proof at trial.

15 155. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3.
16 On January 16, 2024, Plaintiff, through his counsel of record, by online filing with the Labor and
17 Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified
18 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that
19 Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's
20 intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under
21 Labor Code § 2699.3. On March 11, 2025 and January 13, 2026, Plaintiff sent amended notices
22 through his counsel of record, by online filing with the Labor and Workforce Development Agency
23 ("LWDA") and by certified mail to the Defendants, to provide notice of additional violations of the
24 California Labor Code and Industrial Welfare Commission Wage Orders ("IWC Wage Orders")
25 committed by Defendant. As of the filing of this Complaint, more than sixty-five (65) days have
26 elapsed since the mailing of Plaintiff's January 16, 2024 notice, and the Labor and Workforce
27 Development Agency has not indicated that it intends to investigate the violations discussed in the
28

1 notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other
2 Aggrieved Employees pursuant to Labor Code § 2699.3.

3 156. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed
5 by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to
6 Labor Code § 2699(g)(1), and any other applicable statute.

7 157. Plaintiff may amend this complaint as a matter of right pursuant to California Labor
8 Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor
9 Code § 2699.3.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
12 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
13 jointly and severally, as follows:

14 **Class Certification**

- 15 1. That this action be certified as a class action;
16 2. That Plaintiff be appointed as the representative of the Class;
17 3. That counsel for Plaintiff be appointed as Class Counsel; and
18 4. That Defendants provide to Class Counsel immediately the names and most current/last
19 known contact information (address, e-mail and telephone numbers) of all class members.

20 **As to the First Cause of Action**

21 5. That the Court declare, adjudge and decree that Defendants violated California Labor
22 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
23 wages due to Plaintiff and other Class Members;

24 6. For general unpaid wages at overtime wage rates and such general and special damages
25 as may be appropriate;

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

1 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
2 Labor Code section 1194; and

3 9. For such other and further relief as the Court may deem just and proper.

4 **As to the Second Cause of Action**

5 10. That the Court declare, adjudge and decree that Defendants violated California Labor
6 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
7 periods (including second meal periods) to Plaintiff and the Class;

8 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
9 employee's regular rate of compensation for each workday that a meal period was not provided;

10 12. For all actual, consequential, and incidental losses and damages, according to proof;

11 13. For premium wages pursuant to California Labor Code section 226.7;

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

13 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
14 Labor Code section 218.5; and

15 16. For such other and further relief as the Court may deem just and proper.

16 **As to the Third Cause of Action**

17 17. That the Court declare, adjudge and decree that Defendants violated California Labor
18 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
19 Plaintiff and the Class;

20 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each
21 employee's regular rate of compensation for each workday that a rest period was not provided;

22 19. For all actual, consequential, and incidental losses and damages, according to proof;

23 20. For premium wages pursuant to California Labor Code section 226.7;

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

25 22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
26 Labor Code section 218.5; and

27 23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

25. For general unpaid wages and such general and special damages as may be appropriate;

26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

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

28. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

29. For liquidated damages pursuant to California Labor Code section 1194.2; and

30. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 and applicable IWC Wage Orders by willfully failing to pay Plaintiff and the other Class Members reporting time wages due to them;

32. For general unpaid wages and such general and special damages as may be appropriate;

33. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other Class Members in the amount as may be established according to proof at trial;

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

35. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

36. For liquidated damages pursuant to California Labor Code section 1194.2; and

37. For such other and further relief as the Court may deem just and proper

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

51. For such other and further relief as the Court may deem just and proper

As to the Ninth Cause of Action

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

53. For actual, consequential and incidental losses and damages, according to proof;

54. For statutory penalties pursuant to California Labor Code section 226(e); and

55. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

56. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 246 by (i) failing to pay sick leave to Plaintiff and the Class at the proper rate of pay, and (ii) failing to provide Plaintiff and the Class with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wage;

57. For actual, consequential and incidental losses and damages, according to proof;

58. For the imposition of statutory penalties pursuant to California Labor Code section 2269(e);

59. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

60. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

61. For actual, consequential and incidental losses and damages, according to proof;

62. For the imposition of civil penalties and/or statutory penalties;

63. For reasonable attorneys' fees and costs of suit incurred herein; and

64. For such other and further relief as the Court may deem just and proper.

As to the Twelfth Cause of Action

65. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 227.3 by willfully failing to pay Plaintiff and the Class wages owed for accrued/unused vacation time and paid time off at the time their termination with Defendants ended;

66. For actual, consequential and incidental losses and damages, according to proof;

67. For the imposition of civil penalties and/or statutory penalties;

68. For reasonable attorneys' fees and costs of suit incurred herein; and

69. For such other and further relief as the Court may deem just and proper

As to the Thirteenth Cause of Action

70. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay reporting time wages to Plaintiff and the Class; failing to pay split shift premiums to Plaintiff and the Class; failing to pay Plaintiff's and the Class sick time at the proper rate of pay; failing to provide pay Plaintiff's and the Class notice of paid sick time accrual; failing to pay Plaintiff and the Class wages owed for all earned and unused/accrued vacation time and paid time off at their final rate of pay at the time their employment with Defendant ended; failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204; and by violating California Labor Code sections 226(a), 227.3, 246, 510, 512(a), 1174(d), 1194, 1197, 1198, 2800, and 2802.

71. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

72. 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 violation of California Business and Professions Code sections 17200, *et seq.*;

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

1 74. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business and Professions Code sections 17200, *et seq.*; and

3 75. For such other and further relief as the Court may deem just and proper.

4 **As to the Fourteenth Cause of Action**

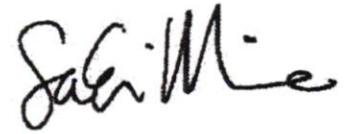
5 76. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the California Labor
6 Code;

7 77. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
8 558, 226, 226.3, 1174.5, 1197.1, and 1198.5 and all other penalties allowed by the California Labor
9 Code and/or other applicable statutes; and

10 78. For such other relief as the Court deems just and proper.

11
12 Dated: March 26, 2026

PARKER & MINNE, LLP

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14 By: 
15 S. Emi Minne
16 Attorneys for Plaintiff JOSE SANTIAGO
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DEMAND FOR TRIAL BY JURY

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

Dated: March 26, 2026

PARKER & MINNE, LLP

By: _____



S. Emi Minne

Attorneys for Plaintiff JOSE SANTIAGO