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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

RONALD KRENZEL, III, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

CONTINENTAL TIDE DEFENSE SYSTEMS,  
INC., a Pennsylvania corporation; and DOES 1  
through 10, inclusive,

*Defendants.*

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
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Clerk of the Superior Court  
By B. Ramirez ,Deputy Clerk

Case No.: 37-2024-00020272-CU-OE-CTL

[Assigned for all purposes to the Hon.  
Carolyn M. Caietti, Dept. C-70]

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); and
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).
10. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]

**DEMAND FOR JURY TRIAL**

Plaintiff Ronald Krenzel, III (“Plaintiff”), on information and belief, alleges as follows:

**INTRODUCTION & PRELIMINARY STATEMENT**

1. Plaintiff brings this action against Defendant Continental Tide Defense Systems, Inc., and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records.

2. Plaintiff brings the First through Ninth Causes of Action individually and as a class action on behalf of Plaintiff and certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

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

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

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

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- (a) Failed to pay employees, or some of them, for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failed to provide employees, or some of them, with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit employees, or some of them, to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay employees, or some of them, all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide employees, or some of them, with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to indemnify employees, or some of them, for expenditures incurred in direct discharge of duties of employment; and
- (g) Failed to timely produce requested employment records as required by the California Labor Code and IWC Wage Order;
- (h) Engaged in unfair business practices as required by the California Business and Professions Code;
- (i) Failed to keep adequate time records as required by the California Labor Code;

- (j) Failed to provide all employees with all wages due and payable twice per month;
- (k) Failed to maintain accurate records of hours worked and meal periods;
- (l) Violated recordkeeping requirements of the California Labor Code and IWC Wage Orders;
- (m) Violated the Wage Theft Protection Act of 2011;
- (n) Failed to provide proper sick leave and/or improperly calculated sick leave;
- (o) Failed to provide supplemental paid sick leave;
- (p) Refused to make payment of wages due and/or denial of validity of claim to wages due as required by the California Labor Code;
- (q) Violated seating requirements of the California Labor Code and IWC Wage Orders;
- (r) Violated California Labor Code statutes;
- (s) Failed to pay vested vacation / paid time off as required by the California Labor Code;
- (t) Failed to timely provide temporary workers with owed wages, as required by the California Labor Code;
- (u) Engaged in unlawful agreements;
- (v) Engaged in unlawful background checks;
- (w) Engaged in unlawful financial credit checks and agreements thereto;
- (x) Engaged in unlawful criminal background checks;
- (y) Engaged in unlawful inquiries into criminal history;
- (z) Entered into unlawful PAGA waivers;
- (aa) Prevented employees from using or disclosing skills, knowledge, and experience; and
- (bb) Violated workplace health and safety requirements of the California Labor Code and IWC Wage Orders.

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

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

### **THE PARTIES**

#### **A. Plaintiff**

8. Plaintiff Ronald Krenzel III is a resident of San Diego, California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately August 2023 to approximately November 2023.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

#### **B. Defendants**

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Continental Tide Defense Systems, Inc. is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California, including San Diego County; and,

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(b) The former employer of Plaintiff, and the current and/or former employer of the putative Class because Defendant Continental Tide Defense Systems, Inc. suffered and permitted Plaintiff and the Class to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff and the Class, thereby creating a common law employment relationship.

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

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

**ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14. Plaintiff worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately August 2023 to approximately November 2023. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

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

16. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and the Class, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Defendants would, at times, manufacture time keeping records to falsely show that Plaintiff and the Class took meal periods when in fact they worked "off-the-clock," uncompensated. The effect is that Plaintiff and the Class, or some of them, worked through meal periods "off-the-clock," and continued to work after they had clocked out for the workday. Defendants paid Plaintiff and the Class, or some of them, less than all their work time. Much of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Class, or some of them, worked.

17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff and the Class, or some of them, with legally compliant meal periods. Defendants required Plaintiff and the Class, or some of them, to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Class, or some of them, for all missed meal periods that were not

provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Class, or some of them, permission to take a meal period. Defendants also failed, at times, to permit Plaintiff to take a second meal period when Plaintiff worked at least ten hours of work in a workday. As described above, Defendants would manufacture time keeping records to falsely show that Plaintiff and the Class, or some of them, took meal periods by the fifth hour of work or took meal periods when in fact they worked off-the-clock, uncompensated. Accordingly, Defendants failed to provide meal periods to Plaintiff and the Class, or some of them, in compliance with California law.

18. Throughout the statutory period, Defendants have, at times, wrongfully failed to authorize and permit Plaintiff and the Class, or some of them, to take legally compliant rest periods. Defendants required Plaintiff and the Class, or some of them, to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Class, or some of them, for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Class, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Class, or some of them, permission to take a rest period. Accordingly, Defendants failed to authorize and permit Plaintiff and the Class, or some of them, to take rest periods in compliance with California law.

19. Throughout the statutory period, Defendants, at times, willfully failed and refused to timely pay Plaintiff and the Class, or some of them, all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to Plaintiff by Defendants at the conclusion of Plaintiff's employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when Plaintiff's



1 employment terminated was not a single, isolated incident, but was instead consistent with  
2 Defendants' practices that applied, at times, to Plaintiff and the Class.

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

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

1 to perform mathematical computations to determine the amounts of wages  
2 owed to them, computations they would not have to make if the wage  
3 statements contained the required accurate information;

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

7 (h) the wage statements inaccurately understated the wages, hours, and wage  
8 rates to which Plaintiff and the Class, or some of them, were entitled, and  
9 Plaintiff and the Class, or some of them, were paid less than the wages and  
10 wage rates to which they were entitled.

11 Thus, Plaintiff and the Class, or some of them, are owed the amounts provided for in California  
12 Labor Code § 226(e).

13 21. Throughout the statutory period, Defendants have wrongfully required Plaintiff and  
14 the Class, or some of them, to pay expenses that they incurred in direct discharge of their duties  
15 for Defendants. Plaintiff and the Class, or some of them, paid out-of-pocket for necessary  
16 employment-related expenses.

17 22. Plaintiff and the Class, or some of them, incurred substantial expenses as a direct  
18 result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff  
19 and the Class, or some of them, for these employment-related expenses.

20 23. Plaintiff sent written requests through Plaintiff's counsel to Defendants for  
21 Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other  
22 employment-related documents pursuant to Labor Code section 226 and 1198.5. However,  
23 Defendants failed to timely produce the requested employment records, in violation of Labor Code  
24 sections 226 and 1198.5.

25 **CLASS ACTION ALLEGATIONS**

26 24. Plaintiff brings certain claims individually, as well as on behalf of each and all other  
27 persons similarly situated, and thus, seeks class certification under California Code of Civil  
28 Procedure § 382.

25. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

26. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

27. At all material times, Plaintiff was a member of the Class.

28. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

29. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to

1 incur costs and attorneys' fees that have been, are, and will be necessarily  
2 expended for the prosecution of this action for the substantial benefit of each  
3 class member.

4 (d) Superiority: A Class Action is superior to other available methods for the  
5 fair and efficient adjudication of the controversy, including consideration of:

- 6 1) The interests of the members of the Class in individually controlling  
7 the prosecution or defense of separate actions;  
8 2) The extent and nature of any litigation concerning the controversy  
9 already commenced by or against members of the Class;  
10 3) The desirability or undesirability of concentrating the litigation of the  
11 claims in the particular forum; and,  
12 4) The difficulties likely to be encountered in the management of a class  
13 action.

14 (e) Public Policy Considerations: The public policy of the State of California is  
15 to resolve the California Labor Code claims of many employees through a  
16 class action. Indeed, current employees are often afraid to assert their rights  
17 out of fear of direct or indirect retaliation. Former employees are also fearful  
18 of bringing actions because they believe their former employers might  
19 damage their future endeavors through negative references and/or other  
20 means. Class actions provide the class members who are not named in the  
21 complaint with a type of anonymity that allows for the vindication of their  
22 rights at the same time as their privacy is protected.

23 30. There are common questions of law and fact as to the Class (and each subclass, if  
24 any) that predominate over questions affecting only individual members, including without  
25 limitation, whether, as alleged herein, Defendants have:

- 26 (a) Failed to pay Class Members for all hours worked, including minimum,  
27 straight time, and overtime wages;

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- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Failed to produce requested employment records; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

31. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

32. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

### **FIRST CAUSE OF ACTION**

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

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

34. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

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1           35.     At all relevant times herein mentioned, Defendants, at times, knowingly failed to  
2 pay to Plaintiff and the Class, or some of them, compensation for all hours they worked. By their  
3 failure to pay compensation for each hour worked as alleged above, Defendants willfully violated  
4 the provisions of California Labor Code §§ 204, 510, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198  
5 and any additional applicable Wage Orders, which require such compensation to non-exempt  
6 employees.

7           36.     Accordingly, Plaintiff and the Class are entitled to recover minimum and straight  
8 time wages for all non-overtime hours worked for Defendants.

9           37.     By and through the conduct described above, Plaintiff and the Class have been  
10 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

11           38.     By virtue of the Defendants' unlawful failure to pay additional compensation to  
12 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class  
13 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff  
14 and the Class, and which will be ascertained according to proof at trial.

15           39.     By failing to keep adequate time records required by California Labor Code §  
16 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage  
17 compensation due Plaintiff and the Class.

18           40.     Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to  
19 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

20           41.     California Labor Code § 204 requires employers to provide employees with all  
21 wages due and payable twice a month. Throughout the statute of limitations period applicable to  
22 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required  
23 by law, including minimum and straight time wages. However, Defendants failed and refused to  
24 pay Plaintiff and the Class, or some of them, all such wages due and failed to pay those wages  
25 twice a month.

26           42.     Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and  
27 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor  
28 Code §§ 218.5, 218.6, and 1194(a).

**SECOND CAUSE OF ACTION**

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

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

44. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

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

46. At all times relevant hereto, Plaintiff and the Class, or some of them, have at times worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

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

48. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

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

50. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as



1 the assessment of any statutory penalties against Defendants, in a sum as provided by the California  
2 Labor Code and/or other statutes.

3 51. California Labor Code § 204 requires employers to provide employees with all  
4 wages due and payable twice a month. The Wage Orders also provide that every employer shall  
5 pay to each employee, on the established payday for the period involved, overtime wages for all  
6 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class  
7 with all compensation due, in violation of California Labor Code §§ 204 510, 1194, and 1198, and  
8 all applicable IWC Wage Orders.

9 **THIRD CAUSE OF ACTION**

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

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

13 53. Under California law, Defendants have an affirmative obligation to relieve the  
14 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than at the  
15 end of Plaintiff and the Class' fifth hour of work in a workday, and to take their second meal  
16 periods no later than at the end of the tenth hour of work in the workday. California Labor Code §  
17 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal  
18 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of  
19 California Labor Code § 226.7 for an employer to require any employee to work during any meal  
20 period mandated under any Wage Order.

21 54. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff  
22 and the Class, or some of them, with both meal periods as required by California law. By their  
23 failure to permit and authorize Plaintiff and the Class, or some of them, to take all meal periods as  
24 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these  
25 uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code  
26 §§ 226.7 and 512 and Section 11 of all applicable Wage Orders.

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1           55. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
2 additional wages for each workday he or she was not provided with all required meal period(s),  
3 plus interest thereon.

4                                   **FOURTH CAUSE OF ACTION**

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

6           56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
7 1 through 32 in this Complaint.

8           57. Defendants are required by California law to authorize and permit breaks of ten  
9 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
10 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer  
11 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour  
12 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the  
13 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself  
14 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an  
15 employer to require any employee to work during any rest period mandated under any Wage Order.

16           58. Despite these legal requirements, Defendants at times failed to authorize Plaintiff  
17 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more  
18 than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to  
19 take rest periods as alleged above (or due to the fact that Defendants made it impossible or  
20 impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions  
21 of California Labor Code §§ 226.7 and 512 and Section 11 of all applicable Wage Orders.

22           59. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
23 premium wages rate for each workday he or she was not provided with all required rest break(s),  
24 plus interest thereon.

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**FIFTH CAUSE OF ACTION**

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

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

61. At all times herein set forth, California Labor Code §§ 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 that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous 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.

62. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants at times failed, and continue to fail, to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

63. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202, 203, and 213.

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

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

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

#### **SIXTH CAUSE OF ACTION**

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

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

68. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

69. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements pursuant to California Labor Code §§ 226 and 226.3 and all applicable IWC Wage Orders. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, or some of them, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

70. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

71. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both

1 their legal right to receive, and their protected interest in receiving, accurate, itemized wage  
2 statements under California Labor Code § 226(a).

3 72. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and  
4 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a  
5 result of having to bring this action to attempt to obtain correct wage information following  
6 Defendants' refusal to comply with many of the mandates of California's Labor Code and related  
7 laws and regulations.

8 73. Plaintiff and the Class are entitled to recover from Defendants the greater of their  
9 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or  
10 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

11 74. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of  
12 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code  
13 § 226(h).

#### 14 **SEVENTH CAUSE OF ACTION**

##### 15 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

16 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs  
17 1 through 32 in this Complaint.

18 76. As set forth above, Plaintiff and the Class, or some of them, were required to incur  
19 substantial necessary expenditures and losses in direct consequence of the discharge of their duties  
20 or of their obedience to directions of Defendants.

21 77. Defendants violated California Labor Code § 2802, by failing to pay and indemnify  
22 Plaintiff and the Class, or some of them, for necessary expenditures and losses incurred in direct  
23 consequence of the discharge of their duties or of their obedience to directions of Defendants.

24 78. As a result, Plaintiff and the Class were damaged at least in the amounts of the  
25 expenses they paid, or which were deducted by Defendants from their wages.

26 79. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs  
27 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code  
28 § 2802(b).

**EIGHTH CAUSE OF ACTION**

**(Against All Defendants for Failure to Produce Requested Employment Records)**

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

81. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

82. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

83. As set forth above, Plaintiff and the Class are current and former employees of Defendants.

84. Plaintiff sent a written request through Plaintiff's counsel to Defendants for Plaintiff's personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code §§ 226 and 1198.5. However, Defendants failed to timely produce the requested employment records.

85. Defendants violated California Labor Code §§ 226, 432, and 1198.5 and all applicable IWC Wage Orders by failing to timely produce the required records requested by Plaintiff.

86. On information and belief, Defendants' failure to provide Plaintiff with Plaintiff's requested employment records is not an isolated incident but was instead consistent with Defendants' practice that applied to Plaintiff and the Class, or some of them.

87. Pursuant to California Labor Code § 1198.5, Plaintiff and the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

88. Pursuant to California Labor Code § 226, Plaintiff and the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

#### **NINTH CAUSE OF ACTION**

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

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

90. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

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

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

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

7                           **Failure to Pay Minimum and Straight Time Wages**

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

11                           **Failure to Pay Overtime Wages**

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

15                           **Failure to Provide Meal Periods**

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

19                           **Failure to Authorize and Permit Rest Periods**

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

23                           **Failure to Indemnify Business Expenses**

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

27           99.     By and through their unfair, unlawful and/or fraudulent business practices described  
28    herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all



1 persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of  
2 valuable rights and benefits guaranteed by law, all to their detriment.

3 100. Plaintiff and the Class Members suffered monetary injury as a direct result of  
4 Defendants' wrongful conduct.

5 101. Plaintiff, individually, and on behalf of members of the putative Class, is entitled  
6 to, and does, seek such relief as may be necessary to disgorge money and/or property which the  
7 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by  
8 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and  
9 the Class are not obligated to establish individual knowledge of the wrongful practices of  
10 Defendants in order to recover restitution.

11 102. Plaintiff, individually, and on behalf of members of the putative class, is further  
12 entitled to and does seek a declaration that the above-described business practices are unfair,  
13 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,  
14 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices  
15 in the future.

16 103. Plaintiff, individually, and on behalf of members of the putative class, has no plain,  
17 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered  
18 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a  
19 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,  
20 individually, and on behalf of members of the putative Class, has suffered and will continue to  
21 suffer irreparable harm unless the Defendants are restrained from continuing to engage in said  
22 unfair, unlawful and/or fraudulent business practices.

23 104. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth  
24 herein above, they will continue to avoid paying the appropriate taxes, insurance and other  
25 withholdings.

26 105. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and  
27 putative Class Members are entitled to restitution of the wages withheld and retained by  
28 Defendants during a period that commences four years and 178 days prior to the filing of this

complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

#### **TENTH CAUSE OF ACTION**

##### **(By Plaintiff Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

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

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

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

109. Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1028037-24 (*Krenzel III v. Continental Tide Defense Systems, Inc. et al.*). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, all claims, damages, debts, liabilities, obligations, penalties, actions, rights, demands, liabilities, and causes of action, arising

under state, federal, or local law, whether statutory, common law, or administrative law, at any time during the PAGA Period, that were alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice, and/or ascertained in the course of the Actions, including but not limited to: failure to pay for all hours worked, including minimum, straight time and overtime wages (pursuant to Cal. Labor Code §§ 204, 210, 218.5, 218.6, 510, 1174(d) 1194, 1194.2, 1197, 1197.1, 1198, and all applicable IWC Wage Orders); failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7, 512, and all applicable IWC Wage Orders); failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210, 226.7, 512, and all applicable IWC Wage Orders); failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203, 213); failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226, 226.3, and all applicable IWC Wage Orders); failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §2802); failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5, all applicable IWC Wage Orders); violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; failure to provide all employees with all wages due and payable twice per month (Labor Code §§ 204, 210); failure to maintain accurate records of hours worked and meal periods (Labor Code §§ 1174, 1174.5, and all applicable IWC Wage Orders); recordkeeping requirement violations (Labor Code § 558.1, 226.6, 1174, 1174.5, 1198, 1199, and all applicable IWC Wage Orders); violation of Wage Theft Protection Act of 2011 (Labor Code §§ 558, 2810.5); failure to provide proper sick leave and/or improperly calculated sick leave (Labor Code §§ 226, 233, 234, 245-248.5, 2810.5); failure to provide supplemental paid sick leave (Labor Code § 248.2); refusal to make payment of wages due and/or denial of validity of claim to wages due (Labor Code §§ 212, 216, 221, 223, 225.5); seating violations (Labor Code §§ 1198, 1199, and all applicable IWC Wage Orders); statutory wage violations (Labor Code §§ 223); failure to pay vested vacation/paid time off (Labor Code § 227.3); failure to timely provide temporary workers with owed wages (Labor Code § 201.3); unlawful agreements (Labor Code § 432.5); unlawful background checks, credit checks and criminal history inquiries (Labor Code §§ 432.5, 432.7, 1024.5, Investigative Consumer Reporting Agencies Act (Civil Code §§ 1786 et seq.), Fair Credit Reporting Act (15 U.S.C. §§

1681 et seq.) , Fair Chance Act / California Fair Employment and Housing Act); unlawful PAGA waiver (Labor Code § 432.5); preventing employees from using or disclosing skills, knowledge, and experience (Labor Code §§ 98.6, 232, 232.5, 1102.5, 1197.5, Business and Professions Code §§ 17200, 16600, 16700); whistleblower violations (Labor Code §§ 98.6, 232, 232.5, 1102.5, Business and Professions Code § 17200); workplace health and safety violations (Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, 6402, 6403, and all applicable IWC Wage Orders).

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

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

### **PRAYER FOR RELIEF**

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

#### **Class Certification**

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

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

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

5. For unpaid wages as may be appropriate;

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

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

8. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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As to the Fourth Cause of Action

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 226 and 1198.5 by willfully failing to produce employment records;

43. For statutory penalties pursuant to California Labor Code §§ 226(f) and 1198.5(k);

44. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h) and 1198.5(l);

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

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

As to the Ninth Cause of Action

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

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

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

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

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

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

As to the Tenth Cause of Action

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

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

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

56. Attorneys' fees and costs reasonably incurred;

57. Injunctive and declaratory relief to the extent allowed by PAGA; and,

As to all Causes of Action

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

Respectfully submitted,

Dated: November 21, 2025

**WILSHIRE LAW FIRM**

By: Gabriella Sole

John G. Yslas  
Eugene Zinovyev  
John Brown  
Gabriella Sole

Attorneys for Plaintiff



**DEMAND FOR JURY TRIAL**

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

Dated: November 21, 2025

**WILSHIRE LAW FIRM**

By: Gabriella Sole

John G. Yslas  
Eugene Zinovyev  
John Brown  
Gabriella Sole

Attorneys for Plaintiff