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JUSTIN ESPINOSA-HINELINE

FILED
Superior Court of California
County of Alameda

06/17/2026

Clad Flake, Executive Officer/Clerk of the Court

By: B. Demay Deputy
Brianne Demay

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
COMPLEX CIVIL LITIGATION

JUSTIN ESPINOSA-HINELINE, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

HAROLD A. STEUBER ENTERPRISES, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

JUSTIN ESPINOSA-HINELINE, individually,
and on behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

HAROLD A. STEUBER ENTERPRISES, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24CV081059

CONSOLIDATED WITH
Case No. 25CV109856

[caption continues on next page]

**CONSOLIDATED AMENDED CLASS
AND 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);

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9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Justin Espinosa-Hineline (“Plaintiff”), on information and belief, alleges as
2 follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiff brings this action against Defendant Harold A. Steuber Enterprises, Inc.,
5 and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
6 Code violations, unfair business practices and civil penalties under the Labor Code Private
7 Attorneys General Act of 2004 (Lab. Code §§ 2698 *et seq.*) (“PAGA”), stemming from Defendants’
8 failure to pay for all hours worked (minimum, straight time, overtime and double time wages),
9 failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay
10 final wages, failure to furnish accurate wage statements, failure to indemnify employees for
11 expenditures, and failure to produce requested employment records.

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

18 3. Plaintiff brings the Tenth Cause of Action as a representative action on behalf of
19 Plaintiff and other Aggrieved Employees. Plaintiff provided notice of his claims pursuant to
20 §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) on June 20,
21 2024, attached hereto as Exhibits 1, the content of which is expressly incorporated herein. All
22 California hourly paid or non-exempt employees who worked for Defendants from December 3,
23 2023 through the present are “Aggrieved Employees.” The LWDA did not provide any notice to
24 Plaintiff following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B).
25 Accordingly, Plaintiff brings this Consolidated Amended Complaint, including for civil penalties
26 under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

27 4. Defendants own/owned and operate/operated an industry, business, and
28 establishment within the State of California, including Alameda 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:

- (a) Failed to pay employees, or some of them, for all hours worked, including all minimum, straight time, overtime, and double time wages at the regular rate of pay 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 at the regular rate of 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 at the regular rate of pay for each workday a rest period violation occurred;
- (d) Failed to and refused to timely pay the employees all wages due during employment in accordance with California law;
- (a) Willfully failed to pay employees, or some of them, all minimum wage, straight time wages, overtime wages, double time wages, meal period premium wages, and rest period premium wages at the regular rate of pay due within the time period specified by California law when employment terminates;
- (b) 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;

- (c) Failed to indemnify employees, or some of them, for expenditures incurred in direct discharge of duties of employment;
- (d) Failed to timely produce requested employment records as required by the California Labor Code and IWC Wage Order;
- (e) Failed to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders, including but not limited to Labor Code sections 226, 1198.5, and 432;
- (f) Failed to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when employees began and ended each work period, time records of meal periods, and accurate itemized wage statements;
- (g) Failed to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011);
- (h) Failed to provide proper paid sick leave to employees by failing to provide paid sick leave at all or improperly calculating the sick leave accrual and the sick leave rate of pay, by failing to base the accrued sick leave hours on the correct number of hours worked, by failing at times to incorporate all non-discretionary remuneration into the sick leave pay rate calculation, by failing at times to provide notice of the correct sick leave amount balance available to employees on their wage statements or other written statement, by failing to provide employees of notice of their paid sick leave rights, by failing to maintain accurate records of used sick leave and the balance of paid sick leave left employees, and by failing comply with Labor Code sections 245-248.5 and 226;
- (i) Failed to provide employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave in violation of Labor Code section 248.2;

- 1 (j) Failed to pay employees for all hours worked at the proper wage rate and by
2 failing to pay employees an additional hour of pay for each meal and/or rest
3 period not provided or that was invalid in violation of Labor Code section
4 216;
- 5 (k) Failed to provide employees with suitable seating, and when such employees
6 were not engaged in duties which required them to stand, at times no seating
7 was placed in reasonable proximity to their workstations in violation of
8 section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198
9 and 1199;
- 10 (l) Willfully and systematically denied employees of minimum and overtime
11 wage compensation for all hours worked which resulted in the payment of
12 less than statutorily required wages owed to them and acted with the intent
13 to deprive some or all of them of statutory wages to which they were entitled
14 to under California law, in violation of Labor Code section 223;
- 15 (m) Failed to allow employees to use their earned vacation/paid time off during
16 their employment and failing at times to pay all vested, accrued paid time
17 off to employees and/or upon separation of employment, in violation of
18 California law, including but not limited to, Labor Code section 227.3;
- 19 (n) Ordered unlawful financial credit checks on employees, or some of them, in
20 violation of Labor Code section 1024.5, at times required employees to
21 provide ongoing written consent to the unlawful credit checks as a condition
22 of employment, in violation of California and federal law, which results in a
23 further violation of Labor Code section 432.5, required employees to submit
24 and/or agree to submit in writing to unlawful criminal background checks as
25 a condition of obtaining and/or holding employment in violation of the
26 ICRAA and the FCRA, and required employees to agree in writing to a
27 background check which failed to abide by the requirements set forth in
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California Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et seq.;

- (o) At times asked employees about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA");
- (p) Required employees to agree, in writing, to an unlawful agreement, including but not limited to a PAGA waiver and confidentiality agreements in violation of labor code section 432.5;
- (q) Prevented employees from using or disclosing the skills, knowledge, and experience they obtained at Defendants for purposes of competing with Defendants, including, without limitation, preventing employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Defendants and under what circumstances they might be receptive to an offer from a rival employer;
- (r) Prevented employees from disclosing violations of state and federal law, either within Defendants to their managers or outside Defendants to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code sections 98.6, 232, 232.5, and 1102.5;
- (s) Failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, required or permitted employees to go or be in any employment or place of employment which is not safe and healthful, failed or neglected to provide and use safety devices and safeguards reasonably adequate to

render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, and failed to disinfect time clocks and other surfaces after use by employees; at times failing to provide adequate protection equipment to employees; and at times failing to provide adequate distance in working conditions between employees in violation of, including but not limited to, Labor Code sections 6401-6403; and,

(t) Violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

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, the Class and Aggrieved Employees. 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 Justin Espinosa-Hineline is a resident of San Leandro, California who worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee from approximately March 2022 to approximately February 2024.

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 Harold A. Steuber Enterprises, Inc. is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California, including Alameda County; and,
- (b) The former employer of Plaintiff, and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant Harold A. Steuber Enterprises, Inc. suffered and permitted Plaintiff, the Class, and Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff, the Class, and Aggrieved Employees 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, the Class and Aggrieved Employees 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, the Class and Aggrieved Employees in the State of California.

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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 Alameda County, California as an hourly-paid, non-exempt employee from approximately March 2022 to approximately February 2024. 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 pay all earned wages timely during employment, failed to maintain accurate records of hours worked and meal 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 produce requested employment records, 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, the Class and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, overtime, and double time wages at the regular rate of pay. Defendants would, at times, manufacture time keeping records to falsely show that Plaintiff, the Class and Aggrieved Employees took meal periods when in fact they worked “off-the-clock,” uncompensated. The effect is that Plaintiff, the Class and Aggrieved Employees, 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, the Class and Aggrieved Employees, 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, the Class and Aggrieved Employees, or some of them, worked. Defendant did not pay Plaintiff, the Class and Aggrieved Employees for all of their work time as a result of improper rounding of meals and/or shift start and end times, automatic deduction policies and practices for meal periods, and other required off-the-clock work including, but not limited to, unpaid meal periods that were restricted to Defendants’ premises. Further, Defendant failed at times to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the calculation of the regular rate of pay.

17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff, the Class and Aggrieved Employees, or some of them, with legally compliant meal periods. Defendants required Plaintiff, the Class and Aggrieved Employees, 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, the Class and Aggrieved Employees, 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, the Class and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of

1 taking mandatory meal periods, or by denying Plaintiff, the Class and Aggrieved Employees, or
2 some of them, permission to take a meal period. Defendants also failed, at times, to permit Plaintiff
3 to take a second meal period when Plaintiff worked at least ten hours of work in a workday. As
4 described above, Defendants would manufacture time keeping records to falsely show that
5 Plaintiff, the Class and Aggrieved Employees, or some of them, took meal periods by the fifth hour
6 of work or took meal periods when in fact they worked off-the-clock, uncompensated.
7 Accordingly, Defendants failed to provide meal periods to Plaintiff, the Class and Aggrieved
8 Employees, or some of them, in compliance with California law. Defendant did not pay Plaintiff,
9 the Class and Aggrieved Employees for meal premiums at the regular rate of pay and failed at
10 times to incorporate all non-discretionary remuneration, including but not limited to, non-
11 discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the
12 calculation of the regular rate of pay.

13 18. Throughout the statutory period, Defendants have, at times, wrongfully failed to
14 authorize and permit Plaintiff, the Class and Aggrieved Employees, or some of them, to take legally
15 compliant rest periods. Defendants required Plaintiff, the Class and Aggrieved Employees, or some
16 of them, to work in excess of four consecutive hours a day without Defendants authorizing and
17 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of
18 work (or major fraction of four hours), or without compensating Plaintiff, the Class and Aggrieved
19 Employees, or some of them, for rest periods that were not authorized or permitted. Instead,
20 Defendants continued to assert control over Plaintiff, the Class and Aggrieved Employees, or some
21 of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be
22 completed without working in lieu of taking mandatory rest periods, by denying Plaintiff, the Class
23 and Aggrieved Employees, or some of them, permission to take a rest period and/or requiring
24 employees to remain on premise during their rest periods. Accordingly, Defendants failed to
25 authorize and permit Plaintiff, the Class and Aggrieved Employees, or some of them, to take rest
26 periods in compliance with California law. Defendant did not pay Plaintiff, the Class and
27 Aggrieved Employees for rest premiums at the regular rate of pay and failed at times to incorporate
28 all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift

1 differential pay and/or other non-discretionary compensation into the calculation of the regular rate
2 of pay.

3 19. Throughout the statutory period, Defendants, at times, failed to timely pay Plaintiff,
4 the Class and Aggrieved Employees, or some of them, during employment for all wages as
5 discussed above. The California Labor Code requires employees to be paid during employment at
6 certain times. For example, Labor Code § 204 requires employers to pay employees all earned
7 wages two times per month. Throughout the period applicable to this cause of action, employees
8 were entitled to be paid timely during employment and at least twice a month at their regular rates,
9 including all meal period premium wages owed, rest period premium wages owed, and wages owed
10 for overtime hours worked. However, Defendants, at times, failed and refused to pay the employees
11 all wages due, and failed, at times, to pay those wages timely during employment and at least twice
12 a month, in that employees were not paid all wages for all meal periods not provided by
13 Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all
14 wages for all hours worked.

15 20. Throughout the statutory period, Defendants, at times, willfully failed and refused
16 to timely pay Plaintiff, the Class and Aggrieved Employees, or some of them, all final wages due
17 at their termination of employment in violation of Labor Code sections 201 through 203. In
18 addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wage,
19 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
20 owed to Plaintiff by Defendants at the conclusion of Plaintiff's employment. On information and
21 belief, Defendants' failure to timely pay Plaintiff's final wages when Plaintiff's employment
22 terminated was not a single, isolated incident, but was instead consistent with Defendants'
23 practices that applied, at times, to Plaintiff, the Class and Aggrieved Employees.

24 21. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff, the
25 Class and Aggrieved Employees, or some of them, with accurate, itemized wage statements
26 showing all applicable hourly rates, and all gross and net wages earned (including correct hours
27 worked, correct wages for meal periods that were not provided in accordance with California law,
28 and correct wages for rest periods that were not authorized and permitted to take in accordance

1 with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff,
2 the Class and Aggrieved Employees, or some of them, suffered injury because, among other things:

- 3 (a) the violations led them to believe that they were not entitled to be paid
4 minimum wage, straight time wages, overtime wages, meal period premium
5 wages, and rest period premium wages, even though they were entitled;
- 6 (b) the violations led them to believe that they had been paid the minimum wage,
7 straight time wages, overtime wages, meal period premium wages, and rest
8 period premium wages, even though they had not been;
- 9 (c) the violations led them to believe they were not entitled to be paid minimum
10 wage, straight time wages, overtime wages, meal period premium wages,
11 and rest period premium wages at the correct California rate even though
12 they were entitled;
- 13 (d) the violations led them to believe they had been paid minimum wage,
14 straight time wages, overtime wages, meal period premium wages, and rest
15 period premium wages at the correct California rate even though they had
16 not been;
- 17 (e) the violations hindered them from determining the amounts of minimum
18 wage, straight time wages, overtime wages, meal period premium wages,
19 and rest period premium wages owed to them;
- 20 (f) in connection with their employment before and during this action, and in
21 connection with prosecuting this action, the violations caused them to have
22 to perform mathematical computations to determine the amounts of wages
23 owed to them, computations they would not have to make if the wage
24 statements contained the required accurate information;
- 25 (g) by understating the wages truly due to them, the violations caused them to
26 lose entitlement and/or accrual of the full amount of Social Security,
27 disability, unemployment, and other governmental benefits;
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1 (h) the wage statements inaccurately understated the wages, hours, and wage
2 rates to which Plaintiff, the Class and Aggrieved Employees, or some of
3 them, were entitled, and Plaintiff, the Class and Aggrieved Employees, or
4 some of them, were paid less than the wages and wage rates to which they
5 were entitled.

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

8 22. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the
9 Class and Aggrieved Employees, or some of them, to pay expenses that they incurred in direct
10 discharge of their duties for Defendants. Plaintiff, the Class and Aggrieved Employees, or some of
11 them, paid out-of-pocket for necessary employment-related expenses, including, without
12 limitation, car/mileage expenses, internet, work attire, safety equipment, and cell phone expenses.

13 23. Plaintiff, the Class and Aggrieved Employees, or some of them, incurred substantial
14 expenses as a direct result of performing their job duties for Defendants, but Defendants failed to
15 indemnify Plaintiff, the Class and Aggrieved Employees, or some of them, for these employment-
16 related expenses.

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

22 25. Throughout the statutory period, Defendants failed, and continue at times to fail, to
23 provide and maintain accurate and complete records as required by the California Labor Code and
24 the applicable IWC Orders, including but not limited to the following records: total daily hours
25 worked (by virtue of Defendants' time rounding and/or auto deduction policies and practices and/or
26 other off-the-clock work policies and practices, failure to relieve Plaintiff, the Class and Aggrieved
27 Employees, or some of them, of all duties and Defendants' control for unpaid meal periods, and/or
28 failure to record the true start and end times of employees' meal periods and work shifts),

1 applicable rates of pay, time records showing when employees began and ended each work period,
2 time records of meal periods, and accurate itemized wage statements (e.g., by not documenting
3 accrued sick time for employees, or some of them).

4 26. Defendants failed at times, and continue at times to fail, to comply with the notice
5 requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by,
6 among other things, failing to provide Plaintiff, the Class and Aggrieved Employees, or some of
7 them, with the rates of pay and overtime rates of pay applicable to their employment, allowances
8 claimed as part of the minimum wage, the regular payday designated by Defendants, the name of
9 the employer, including any "doing business as" names used, the name, address and telephone
10 number of the workers' compensation insurance carrier, information regarding paid sick leave,
11 and other pertinent information required to be disclosed by Defendants under Labor Code section
12 2810.5.

13 27. Defendants failed to provide proper paid sick leave to Plaintiff, the Class and
14 Aggrieved Employees, or some of them, by failing to provide paid sick leave at all or improperly
15 calculated the sick leave accrual and the sick leave rate of pay, by failing at times to base the
16 accrued sick leave hours on the correct number of hours worked (as a result of the
17 rounding/automatic deduction policies and practices for meal periods and/or shift start and end
18 times/other required off-the-clock work including but not limited to unpaid meal periods that
19 were restricted to Defendants' premises), by failing at times to incorporate all non-discretionary
20 remuneration, including but not limited to, non-discretionary bonuses, shift differential pay
21 and/or other non-discretionary compensation into the sick leave pay rate calculation, by failing at
22 times to provide notice of the correct sick leave amount balance available to Plaintiff, the Class
23 and Aggrieved Employees, or some of them, on their wage statements or other written statement,
24 by failing to provide Plaintiff, the Class, and Aggrieved Employees, or some of them, on notice
25 of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a
26 Labor Code section 2810.5 notice, by failing to maintain accurate records of used sick leave and
27 the balance of paid sick leave left Plaintiff, and the Class and Aggrieved Employees, or some of
28 them, and by failing comply with Labor Code sections 245-248.5 and 226.

1 28. Defendants failed to provide Plaintiff, the Class and Aggrieved Employees, or some
2 of them, with required 2021 COVID-19 Supplemental Paid Sick Leave in violation of Labor
3 Code section 248.2.

4 29. Defendants failed to pay Plaintiff, the Class, and Aggrieved Employees or some of
5 them, for all hours worked at the proper wage rate and by failing to pay Plaintiff, the Class, and
6 Aggrieved Employees or some of them, an additional hour of pay for each meal and/or rest
7 period not provided or that was invalid in violation of Labor Code section 216.

8 30. Defendants failed to provide Plaintiff, the Class, and Aggrieved Employees, or some
9 of them, with suitable seating, and when such employees, or some of them, were not engaged in
10 duties which required them to stand, at times no seating was placed in reasonable proximity to
11 their workstations in violation of section 14(A-B) of applicable Wage Orders, and Labor Code
12 sections 1198 and 1199.

13 31. Defendants willfully and systematically denied Plaintiff, the Class, and Aggrieved
14 Employees, or some of them, of minimum and overtime wage compensation for all hours worked
15 which resulted in the payment of less than statutorily required wages owed to them and acted
16 with the intent to deprive some or all of them of statutory wages, including, but not limited to,
17 overtime wages and minimum wages, to which they were entitled to under California law, in
18 violation of Labor Code section 223.

19 32. Defendants failed to allow Plaintiff, the Class, and Aggrieved Employees, or some of
20 them, to use their earned vacation/paid time off during their employment and failing at times to
21 pay all vested, accrued paid time off to Plaintiff, the Class, and Aggrieved Employees, or some
22 of them, and/or upon separation of employment, in violation of California law, including but not
23 limited to, Labor Code section 227.3.

24 33. Defendants ordered unlawful financial credit checks on Plaintiff, the Class, and
25 Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, at times
26 required Plaintiff, the Class, and Aggrieved Employees, or some of them, to provide ongoing
27 written consent to the unlawful credit checks as a condition of employment, in violation of
28 California and Federal law, which results in a further violation of Labor Code section 432.5,

1 required Plaintiff, the Class, and Aggrieved Employees, or some of them, to submit and/or agree
2 to submit in writing to unlawful criminal background checks as a condition of obtaining and/or
3 holding employment in violation of the ICRAA and the FCRA, and required Plaintiff, the Class,
4 and Aggrieved Employees, or some of them, to agree in writing to a background check which
5 failed to abide by the requirements set forth in California Civil Code section 1786, et seq. and 15
6 U.S.C. section 1681, et seq..

7 34. Defendants at times asked Plaintiff, the Class, and Aggrieved Employees, or some of
8 them, about convictions prior to extending an offer of employment and/or otherwise
9 impermissibly inquired into criminal history on their employment application in violation of
10 California law, including but not limited to the Fair Chance Act/the California Fair Employment
11 and Housing Act ("FEHA").

12 35. Defendants required Plaintiff, the Class, and Aggrieved Employees, or some of them,
13 to agree, in writing, to an unlawful agreement, including but not limited to a PAGA waiver and
14 confidentiality agreements. Defendants at times required written agreement to an unlawful
15 provision as a condition of employment, which is a violation of labor code section 432.5.

16 36. Defendants prevented Plaintiff, the Class, and Aggrieved Employees, or some of
17 them, from using or disclosing the skills, knowledge, and experience they obtained at Defendants
18 for purposes of competing with Defendants, including, without limitation, preventing Plaintiff,
19 the Class, and Aggrieved Employees, or some of them, from disclosing their wages in
20 negotiating a new job with a prospective employer, and from disclosing who else works at
21 Defendants and under what circumstances they might be receptive to an offer from a rival
22 employer.

23 37. Defendants prevented Plaintiff, the Class, and Aggrieved Employees, or some of
24 them, from disclosing violations of state and federal law, either within Defendants to their
25 managers or outside Defendants to private attorneys or government officials, among others, in
26 violation of Business and Professions Code section 17200, and thus in violation of Labor Code
27 sections 98.6, 232, 232.5, and 1102.5.

38. Defendants failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, required or permitted Plaintiff, the Class, and Aggrieved Employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of Plaintiff, the Class, and Aggrieved Employees, and failed to disinfect time clocks and other surfaces after use by Plaintiff, the Class, and Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Plaintiff, the Class, and Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Plaintiff, the Class, and Aggrieved Employees, or some of them. in violation of, including but not limited to, Labor Code sections 6401-6403.

39. Defendants violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

CLASS ACTION ALLEGATIONS

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

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

42. 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.

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

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

45. 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 incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class Action is superior to other available methods for the

fair and efficient adjudication of the controversy, including consideration of:

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

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

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

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

47. 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.

48. 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)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 48 in this Complaint.

50. "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.

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

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52. Accordingly, Plaintiff, the Class and Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

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

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

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

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

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

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime and Double time Wages)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs

1 through 58 in this Complaint.

60. 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.

61. 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.

62. At all times relevant hereto, Plaintiff, the Class and Aggrieved Employees, 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.

63. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class and Aggrieved Employees, or some of them, overtime and double time 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.

64. By virtue of Defendants' unlawful failure to pay additional premium rate compensation at the regular rate of pay to the Plaintiff, the Class and Aggrieved Employees for their overtime hours worked, Plaintiff, the Class and Aggrieved Employees 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.

65. 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, the Class and Aggrieved Employees.

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

67. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class and Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

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

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

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

71. Under California law, Plaintiff, the Class and Aggrieved Employees are entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

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

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 71 in this Complaint.

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

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

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

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Final Wages at Termination – Waiting Time Penalties)

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

77. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if

1 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
2 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
3 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
4 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
5 which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

20 81. The Class and Aggrieved Employees are entitled to recover from Defendants their
21 additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up
22 to thirty (30) days maximum pursuant to California Labor Code § 203.

23 82. The Aggrieved Employees are entitled to recover civil penalties from Defendants
24 for each pay period during which Defendants failed to comply with Labor Codes sections 201 and
25 202.

26 83. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff, the Class
27 and Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest,
28 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)**

84. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 83 in this Complaint.

85. 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.

86. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the Class and Aggrieved Employees, 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.

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

88. Specifically, Plaintiff, the Class and Aggrieved Employees have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

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

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

91. Plaintiff and Aggrieved Employees are entitled to recover civil penalties from Defendants for each pay period during which Defendants failed to comply with Labor Codes section 226.

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

SEVENTH CAUSE OF ACTION

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

93. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 92 in this Complaint.

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

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

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

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

EIGHTH CAUSE OF ACTION

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

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 98 in this Complaint.

100. 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 thirty (30) calendar days from the date of the request.

101. 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).

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

103. 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.

104. Defendants violated California Labor Code §§ 226, and 1198.5 by failing to timely produce the required records requested by Plaintiff.

105. 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.

106. Plaintiff and Aggrieved Employees are entitled to recover civil penalties from Defendants for each pay period during which Defendants failed to comply with Labor Codes sections 226 and 1198.5.

107. Pursuant to California Labor Code § 1198.5, Plaintiff, the Class and Aggrieved Employees 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.

108. Pursuant to California Labor Code § 226, Plaintiff, the Class and Aggrieved Employees 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.)

109. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 108 in this Complaint.

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

111. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, the Class, Aggrieved Employees 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.

112. 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.*

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

Failure to Pay Minimum and Straight Time Wages

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

Failure to Pay Overtime Wages

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest Periods

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

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Failure to Indemnify Business Expenses

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

Failure to Produce Requested Employment Records

119. Defendants' failure to produce requested employment records in accordance with California Labor Code § 226 and § 1198.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

120. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

121. Plaintiff, the Class and Aggrieved Employees suffered monetary injury as a direct result of Defendants' wrongful conduct.

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

123. Plaintiff, individually, and on behalf of members of the putative class, and Aggrieved Employees are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

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

126. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff, putative Class Members and Aggrieved Employees are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff, Class Members and Aggrieved Employees; 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

(Against All Defendants for Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*))

127. Plaintiff incorporates by reference and re-alleges all preceding paragraphs and the letter to the LWDA attached hereto as Exhibit 1 as though fully set forth herein.

128. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

129. 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,

1 be recovered through a civil action brought by an aggrieved employee on behalf of herself or
2 himself and other current or former employees pursuant to the procedures specified in Section
3 2699.3.”

4 130. Plaintiff provided notice of his claims pursuant to §2698 *et. seq.*, to the Labor and
5 Workforce and Development Agency (“LWDA”) on June 20, 2024 (see Exhibit 1) and by
6 certified mail to Defendants of the specific provisions of the Labor Code that Defendants have
7 violated against Plaintiff and certain current and former Aggrieved Employees, or some of them,
8 including the facts and theories to support the violations. Plaintiff also paid the filing fee.
9 Plaintiff’s PAGA case number is LWDA-CM-1035382-24 (*Justin Espinosa-Hineline v. Harold*
10 *A. Steuber Enterprises, Inc. dba Associated Services Company.*). The Labor and Workforce
11 Development Agency has not indicated that it intends to investigate Defendants’ Labor Code
12 violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties
13 under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in
14 this Complaint. These penalties include, but are not limited to, penalties under California Labor
15 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

16 131. Based on the conduct described in this Consolidated Complaint and in the letter
17 attached to the LWDA as Exhibit 1, Plaintiff is entitled to an award of civil penalties
18 individually, on behalf of the State of California and certain similarly Aggrieved Employees of
19 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
20 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

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

24 **PRAYER FOR RELIEF**

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

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28 ///

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth 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;
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.

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, overtime and double time 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, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for necessary expenditures, and failing to maintain and 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.

///

1 DATED: June 24, 2024

WILSHIRE LAW FIRM

2 By: 

3 JOHN G. YSLAS
4 WILLIAM M. PAO
5 MATTHEW R. BAKER
Attorneys for Plaintiff
JUSTIN ESPINOSA-HINELINE

6 **DEMAND FOR JURY TRIAL**

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

8 DATED: June 24, 2024

WILSHIRE LAW FIRM

9 By: 

10 JOHN G. YSLAS
11 WILLIAM M. PAO
12 MATTHEW R. BAKER
Attorneys for Plaintiff
JUSTIN ESPINOSA-HINELINE

PROOF OF SERVICE

Espinosa-Hineline v. Harold A. Steuber Enterprises, Inc.
Case No.: 24CV081059

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Wendy Sarabia, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby. Los Angeles, California 90017. My electronic service address is wendy.sarabia@wilshirelawfirm.com.

On **June 12, 2026**, I served the foregoing: **CONSOLIDATED AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**, on the interested parties listed below by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Barbara I. Antonucci (SBN 209039)
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Attorneys for *Defendant*
HAROLD A. STEUBER ENTERPRISES, INC.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using One Legal.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **June 12, 2026**, at Los Angeles, California.



Wendy Sarabia