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EDUARDO QUIROZ RAMIREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

EDUARDO QUIROZ RAMIREZ, an
individual, on his own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

PORTILLO'S HOT DOGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI 2405029

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGES DUE TO SHAVING (Cal. *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5);**
- 2. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 5);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. *Labor Code* §§ 226.7, 512; IWC Wage Order No. 5);**
- 4. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. *Labor Code* §226; IWC Wage Order No. 5);**
- 5. FAILURE TO PAY WAGES DUE ON TERMINATION (Cal. *Labor Code* §§ 201-203);**
- 6. FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE (Cal. *Labor Code* §2802);**
- 7. FAILURE TO PAY FOR ALL HOURS WORKED (Cal. *Labor Code* § 204; IWC Wage Order No. 5);**
- 8. FAILURE TO PROVIDE PAID SICK DAYS (Cal. *Labor Code* §246);**
- 9. FAILURE TO MAINTAIN ACCURATE RECORDS (Cal. *Labor Code* §1174(d));**

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- 10. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. *Labor
Code* §1198.5); and
11. UNFAIR COMPETITION (Cal. *Bus. & Prof.
Code* §§17200 *et seq.*)**

DEMAND FOR A JURY TRIAL

10 All allegations in this Complaint are based upon information and belief except for those
11 allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has ev-
12 identitary support or is likely to have evidentiary support after a reasonable opportunity for fur-
13 ther investigation and discovery.

14 EDUARDO QUIROZ RAMIREZ (“Plaintiff”) alleges the following:

15 1. This is a class action brought under California law by an individual who was
16 employed by Portillo’s Hot Dogs, LLC (“PHD” or “Defendant”) (along with DOES 1 through
17 100, collectively “Defendants”). Plaintiff brings this action on behalf of himself and others
18 similarly situated to recover wages from Defendant due to Defendant’s systematic failure to
19 pay minimum wages due to time shaving, failure to provide meal breaks (or pay the statutory
20 compensation due), failure to provide rest breaks (or pay the statutory compensation due),
21 failure to issue accurate wage statements, failure to pay wages due on termination, failure to
22 failure to pay a uniform maintenance allowance, failure to pay for all hours worked, failure to
23 provide paid sick days, failure to maintain accurate records and failure to allow inspection of
24 employment records.

25 2. Plaintiffs have worked as employees for Defendant at its restaurant in Moreno
26 Valley, California. While working, Plaintiffs have been forced to endure stressful and illegal
27 workplace conditions created by Defendant’s efforts to maximize profits and tightly control
28 labor costs.

1 3. Plaintiff, like his co-workers whom Defendant also employed during the
2 applicable limitations period, spend their workdays in Moreno Valley, California, under illegal
3 and highly regimented circumstances. That regimen results from Defendant's insistence to
4 strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all
5 labor costs, failing to pay minimum wages due to time shaving, refusing to provide proper meal
6 periods, refusing to provide proper rest periods, not paying the required extra hour for missed
7 meal/rest breaks, failing to pay all wages due on termination, failing to provide a uniform
8 maintenance allowance, failing to pay for all hours worked, failing to provide sick days, failing
9 to maintain accurate records, failing to allow inspection of employment records, and by using
10 other unlawful stratagems to ensure that labor costs remain artificially low.

11 4. Plaintiff brings this class action to recover, among other things, wages and
12 penalties from unpaid wages earned and due, including but not limited to, minimum wages,
13 missed meal/rest break wages, penalties for failure to provide accurate itemized wage
14 statements, wages owed on termination, uniform maintenance expenses, wages for all hours
15 worked, sick pay, penalties for failure to maintain accurate records, failure to allow inspection
16 of employment records and interest, attorneys' fees, costs, and expenses.

17 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
18 himself and all members of the class, to compensate these workers for the unpaid wages and to
19 protect current and future workers of Defendant from being subjected to similar wage theft and
20 otherwise unlawful working conditions.

21 6. Plaintiff also brings an action seeking relief for Defendant's violations of
22 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
23 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
24 business practices, as well as injunctive relief.

25 7. Pursuant to the California Labor Code, on or about September 3, 2024, Plaintiff
26 filed a notice with Labor and Workforce Development Agency (LWDA) of his intent to
27 pursue claims against Defendant under the Private Attorney General Act (PAGA). As such,
28

1 Plaintiff further reserves the right to amend this Complaint once he completes and complies
2 with the provisions under the law.

3 JURISDICTION AND VENUE

4 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
5 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
6 *Professions Code* §§ 17200 *et seq.* Plaintiff Eduardo Quiroz Ramirez brings this Complaint on
7 his own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

8 9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
9 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
10 herein, occurred in the County of Riverside and because Defendant owned and operated its
11 restaurant in the County of Riverside.

12 THE PARTIES

13 PLAINTIFF

14 10. At all times relevant hereto, Plaintiff was:

- 15 (a) An individual over age 18 and a resident of Riverside County,
16 California;
- 17 (b) Employed as an hourly employee for Defendant in Moreno Valley,
18 California;
- 19 (c) Did not receive minimum wages as required by *Labor Code* §§1194,
20 1194.2, 1997, 1197.1, 1198 and IWC Wage Order No. 5;
- 21 (d) Did not receive the meal periods required by *Labor Code* §266.7 and
22 IWC Wage Order No. 5;
- 23 (e) Did not receive the rest periods required by *Labor Code* §266.7 and IWC
24 Wage Order No. 5;
- 25 (f) Did not receive accurate wage statements as mandated by *Labor Code*
26 §226;
- 27 (g) Was not paid all wages due on termination as required by *Labor Code*
28 §§201-203;

- 1 (h) Was not provided a uniform maintenance allowance as required by
2 *Labor Code* §2802;
3 (i) Was not paid for all hours worked as required by *Labor Code* §204;
4 (j) Was subject to Defendant's failure to maintain accurate records in
5 violation of Cal. *Labor Code* §1174(d);
6 (k) Was not provided sick days as required by *Labor Code* §246; and
7 (l) Was not provided his personnel records. Each of these was a violation of
8 the *Labor Code*.
9

10 **DEFENDANT**

11 11. Plaintiff is informed and believes, and based on that information and belief,
12 alleges, Defendant PHD is, and at all times mentioned herein was:

- 13 (a) A Delaware limited liability company, with a principal place of business
14 at 2001 Spring Road, Suite 400, Oak Brooke, Illinois 60523. Defendant
15 has been authorized to do business and has been doing business in the
16 County of Riverside;
17 (b) The former employer of Plaintiff and the current and former employer of
18 the putative Class members;
19 (c) Paid Plaintiff and all Class Members on an hourly basis;
20 (d) Failed to pay Plaintiff and all putative Class members minimum wages
21 due to time shaving;
22 (e) Failed to provide Plaintiff and all putative Class members with meal/rest
23 periods and failed to provide Plaintiff and all putative Class members
24 with accurate itemized wage statements;
25 (f) Failed to pay Plaintiff and all putative Class members all wages due on
26 termination;
27 (g) Failed to provide Plaintiff and all putative Class members a uniform
28 maintenance allowance;

- 1 (h) Failed to pay Plaintiff and all putative Class members for all hours
2 worked;
3 (i) Failed to maintain accurate records on behalf of Plaintiff and Class
4 members;
5 (j) Failed to provide paid sick days for Plaintiff and all putative Class
6 members; and
7 (k) Failed to provide their personnel records. Each of these was a violation
8 of the *Labor Code*.

9 12. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
11 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
12 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true
13 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

14 13. Plaintiff is informed and believes, and based on that information and belief
15 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
16 reside in or are authorized to do, or are otherwise doing, business in the State of California.
17 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
18 conduct business in the County of Riverside. Each of the Defendants DOES 1 through 100 was
19 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
20 ego and/or representative of one or more of the other Defendants named herein, and acting with
21 permission, authorization, and/or ratification and consent of the other Defendants.

22 14. Plaintiff is informed and believes, and based on that information and belief
23 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
24 inclusive, are responsible in some manner for one or more of the events and happenings that
25 proximately caused the injuries and damages hereinafter alleged.

26 15. Plaintiff is informed and believes, and based on that information and belief
27 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
28 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of

1 the other Defendants and that each Defendant was acting within the course and scope of his,
2 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
3 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
4 Class, for the damages sustained as a proximate result of their conduct.

5 16. Plaintiff is informed and believes, and based on that information and belief
6 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
7 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
8 themselves and entered into a combination and systemized campaign of activity to *inter alia*
9 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
10 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
11 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
12 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
13 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
14 the actions of one Defendant was accomplished in concert with, and with the knowledge,
15 ratification, authorization and approval of each of the other Defendants.

16 **CLASS ALLEGATIONS**

17 **A. The Definition of the Class**

18 17. The Class ("the Class") is defined as follows:

- 19 (a) "All current and former employees who were hourly paid employees of
20 Defendant and worked for Defendant in California at any time during the period
21 commencing on the date that is four (4) years prior to the filing of this
22 Complaint and continuing through the present date (the "Class Period")."
- 23 (b) "All persons who were hourly paid employees of Defendant and worked for
24 Defendant in California and left the employ of Defendant at any time during the
25 period commencing on the date that is within one (1) year prior to the filing of
26 this Complaint and continuing through the present date (the "Class Period")."

1 Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
2 amend or modify the Class description with greater specificity or further
3 division into subclasses or limitation to particular issues.

4 **B. Maintenance of the Action**

5 18. Plaintiff brings this action individually and on behalf of himself and as
6 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
7 and 17204 and *Code of Civil Procedure* § 382.

8 **C. The Class Requisites**

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

10 20. The Class action meets the statutory prerequisites for maintaining a class action
11 under Code of Civil Procedure § 382 in that:

- 12 (a) The persons who comprise the Class are so numerous that the joinder of all
13 those persons is impracticable and the disposition of their claims as a Class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this Complaint are common to the Class and will apply
17 uniformly to every Class member;
- 18 (c) The claims of the representative Plaintiff are typical of the claims of each
19 Class member. Plaintiff, like all Class members, has sustained damages
20 arising from Defendant's violations of the laws of the State of California.
21 Plaintiff, and the Class members, were and are similarly or identically
22 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
23 pattern of misconduct engaged in by the Defendant;
- 24 (d) The representative Plaintiff has, and will continue to, fairly and adequately
25 represent and protect the interests of the Class and has retained counsel
26 who are competent and experienced in class action litigation. There are no
27 material conflicts between the claims of the representative Plaintiff and the
28

1 Class members that would make class certification inappropriate. Counsel
2 for the Class will vigorously assert the claims of all Class members.

3 21. The persons who comprise the Class are so numerous that joining all of them is
4 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
5 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
6 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
7 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
8 Plaintiff are experienced, qualified and generally able to conduct complex class action
9 litigation.

10 22. The Court should permit the action to be maintained as a class action under
11 *Code of Civil Procedure* § 382 because:

- 12 (a) The questions of law and fact common to the Class predominate over any
13 question affecting only individual members;
- 14 (b) A class action is superior to any other available method for fairly and
15 efficiently adjudicating the claims of the Class;
- 16 (c) The Class members are so numerous that it is impractical to bring all of
17 them before the Court;
- 18 (d) Plaintiff and other Class members will not be able to obtain effective and
19 economic legal redress unless the action is maintained as a class action;
- 20 (e) There is a community of interest in obtaining appropriate legal and
21 equitable relief for the statutory violations, and in obtaining adequate
22 compensation for the damages and injuries for which Defendant is
23 responsible in an amount sufficient to adequately compensate the Class
24 members;
- 25 (f) Without Class certification, the prosecution of separate actions by
26 individual Class members would create a risk of:

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendant; and/or,

4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability
7 to protect their interests, by, for example, potentially exhausting
8 the funds available from Defendant, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to
10 the Classes, making final injunctive relief appropriate for the Class, as a
11 whole.

12 23. Plaintiff contemplates eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
15 any further notices may be required, Plaintiff would contemplate using additional media and/or
16 mailing.

17 GENERAL ALLEGATIONS

18 24. At all times material hereto, Defendant PHD has been and is, a restaurant.

19 25. Plaintiff and members of the Class were employed as Cooks and other non-
20 exempt employees by Defendant in California at various times during the Class Period.

21 26. The employment by Defendant of the Class Members, and each them, is
22 governed by Industrial Welfare Commission Wage Order 5, which covers those persons
23 employed in the public housekeeping industries.

24 THE CONDUCT

25 27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying
26 Plaintiff and members of the Class wages and compensation owed under California law.

27 28. Starting on or about January 1, 2010 and continuing to March 17, 2024,
28 Defendant employed Plaintiff on an hourly basis as a Cook in Moreno Valley, California.

1 29. While employed by Defendant as a Cook, Plaintiff was paid approximately
2 \$19.25 per hour.

3 **FAILURE TO PAY MINIMUM WAGES**

4 30. Under California law, non-exempt employees as defined by IWC Wage Order
5 No. 5 are entitled to minimum wages. Labor Code Section 1197 states the California
6 requirement that employees must be paid at least the minimum wage fixed by the Commission
7 or by any applicable state or local law, and any payment of less than the minimum wage is
8 unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the
9 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
10 amount of this minimum wage.” IWC Wage Order No. 5, obligates employers to pay each
11 employee minimum wages for all hours worked.

12 31. These minimum wage standards apply to each hour employees worked or were
13 subject to control by the employer for which they were not paid. Therefore, an employer’s
14 failure to pay for any particular hour of time worked by an employee or subject to the
15 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
16 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
17 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

18 32. Plaintiff and the Class were not paid minimum wages due to Defendant’s time
19 shaving and failure to afford proper meal/rest breaks.

20 33. At all times during the relevant time period, Plaintiff and the Class routinely
21 worked schedules such that they were due pay at minimum wage rates. During this period, it
22 was the practice and policy of Defendant to not pay employees’ minimum wages. Monies for
23 unpaid minimum wages remain due and owing.

24 **MISSED/LATE MEAL BREAKS**

25 34. Under California law, non-exempt employees as defined by IWC Wage Order
26 No. 5, are entitled to a 30-minute lunch period for each 5 hours worked, or major fraction
27 thereof. Non-exempt employees are entitled to one hour pay at their regular pay rate for each
28 day the requisite meal periods are not provided.

1 35. Plaintiff and Class members were routinely afforded meal breaks late after five-
2 and one-half hours of work. Also, meal breaks were frequently missed. When Plaintiff and
3 Class members were not afforded meal breaks after the fifth or sixth hour of work, Defendant
4 forced them to sign papers, which were likely meal break waivers, and correct the punch times
5 to make it look like they received compliant meal breaks. Further, if the sixth hour of work
6 passed, Defendant forced Plaintiff and Class members to sign time-punch correction
7 authorizations. If Plaintiff and Class members did not sign the above documents, they would be
8 written up and sent home. Defendant changed Plaintiff and Class members' time punches
9 regarding meal breaks to avoid paying meal break premiums/penalties.

11 36. Defendant's policies and procedures were applied to all non-exempt employees
12 in California and resulted in non-exempt employees working time which was not compensated
13 by any wages in violation of Labor Code sections 510, 1194 and the IWC Wage Order No. 5.
14 As a result, Defendant owes wages at the legal minimum wage rate for unpaid minimum wages
15 to each of their California non-exempt employees whose daily hours were reduced and their
16 meals periods were afforded late and/or not at all.

17 **REST PERIODS NOT AFFORDED**

18 37. Plaintiff and Class members' rest breaks were routinely not afforded.

19 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

20 38. As a result of Defendant's failure to pay employees at required minimum wage
21 rates and premium pay for late and/or missed meal/rest breaks, the wage statements issued to
22 the employees did not comply with *Labor Code* §226 and the California Industrial Welfare
23 Commission ("IWC") Wage Order No. 5 in that they did not accurately reflect all wages earned
24 and due and owing. Further, Defendant failed to provide Plaintiff and Class members with
25 paystubs and they were unable to access their paystubs. Plaintiff requested that Defendant
26 provide him with access to his paystubs, but Defendant never provided him access.

27 **FAILURE TO PAY WAGES DUE ON TERMINATION**

1 39. As a further result of Defendant's failure to pay employees at required minimum
2 wage rates and afford proper meal/rest breaks, when the employees left their employ, they
3 were not timely paid all wages due them, as required by Labor Code §§ 201, 202 and IWC
4 Wage Order No. 5. Further, it was the practice of Defendant to not pay employees the final
5 paychecks within the time periods mandated by Labor Code §§201, 202 and the IWC Wage
6 Order No. 5.

7 **FAILURE TO PAY UNIFORM MAINTENANCE ALLOWANCE**

8 40. Defendant failed to pay Plaintiff and Class members for the maintenance of their
9 uniforms. Defendant required Plaintiff and Class members to wear uniforms consisting of
10 shirts, hats and aprons with company logos. Plaintiff and Class members paid for maintenance
11 of their uniforms themselves and were not reimbursed therefor.

12 **FAILURE TO PAY FOR ALL HOURS WORKED**

13 41. Defendant failed to pay Plaintiff and Class members for all hours worked.
14 Defendant required Plaintiff and Class members to attend required training via Zoom, in-
15 person and hands-on. Plaintiff and Class members were not paid for their training time.

16 **FAILURE TO PROVIDE PAID SICK DAYS**

17 42. Defendant failed to provide paid sick days.

18 **FAILURE TO MAINTAIN ACCURATE RECORDS**

19 43. Defendant failed to maintain accurate records.

20 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

21 44. Defendant failed to allow Plaintiff to timely inspect his records and payroll files.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES DUE TO TIME SHAVING**

24 **(IWC Wage Order No. 5; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
25 **Against Defendant and Does 1 through 100)**

26 45. Plaintiff and the Class reallege and incorporate by reference all of the allegations
27 set forth in this Complaint.
28

1 46. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a
2 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil action the unpaid
4 balance of the full amount of this minimum wage or overtime compensation, including interest
5 thereon, reasonable attorney's fees, and costs of suit.”

6 47. *Labor Code* § 1197 states the California requirement that employees must be
7 paid at least the minimum wage fixed by the Commission, and any payment of less than the
8 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving
9 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
10 the full amount of this minimum wage.” IWC Wage Order 5-2001 also obligates employers to
11 pay each employee minimum wages for all hours worked. These minimum wage standards
12 apply to each hour employees worked for which they were not paid. Therefore, an employer’s
13 failure to pay for any particular hour of time worked by an employee is unlawful, even if
14 averaging an employee’s total pay over all hours worked, paid or not, results in an average
15 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
16 (2005).

17 48. Pursuant to IWC Wage Order No. 5, Defendant is required to pay the members
18 of the Class for all hours worked, meaning the time during which an employee is subject to the
19 control of an employer, including all the time the employee is suffered or permitted to work,
20 whether or not required to do so.

21 49. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
22 and the standard conditions of labor fixed by the commission shall be the maximum hours of
23 work and the standard conditions of labor for employees. The employment of any employee for
24 longer hours than those fixed by the order or under conditions of labor prohibited by the order
25 is unlawful.”

26 50. Defendant failed to satisfy minimum wage requirements because they
27 improperly failed to afford Plaintiff and Class members meal/rest breaks in violation of *Labor*
28 *Code* §§ 226.7, 1197, 1198 and IWC Wage Order No. 5.

51. Further, Defendant failed to satisfy minimum wage requirements because they improperly punched out Plaintiff and Class members while they were still working in violation of *Labor Code* §§ 226.7, 1197, 1198 and IWC Wage Order No. 5. Every pay period, Plaintiff and Class members lost hours due Defendant's time shaving practices.

52. Defendant's pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

53. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194.

54. Plaintiff and the other Class Members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

55. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

SECOND CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

56. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

57. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order.

1 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
2 employee to work during a meal or rest break or recovery period mandated pursuant to an
3 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
4 Commission..."

5 58. California Labor Code §1198 makes unlawful the employment of an employee
6 under conditions the IWC prohibits.

7 59. IWC Wage Order No. 5 provides, in relevant part: "No employer shall employ
8 any person for a work period of more than five (5) hours without a meal period of not less than
9 30-minutes, except that when a work period of not more than six (6) hours will complete the
10 day's work the meal period may be waived by mutual consent of the employer and the
11 employee."

12 60. IWC Wage Order No. 5, section (11)(c) further provides, in relevant part:
13 "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period
14 shall be considered an 'on duty' meal period and counted as time worked."

15 61. Section 512(a) of the California Labor Code provides, in relevant part, that:

16 An employer may not employ an employee for a work period of more than five
17 hours per day without providing the employee with a meal period of not less
18 than 30-minutes, except that if the total work period per day of the employee is
19 no more than six hours, the meal period may be waived by mutual consent of
20 both the employer and employee. An employer may not employ an employee
21 for a work period of more than 10 hours per day without providing the
22 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

23 62. The Labor Code and Wage Order provisions cited above require California
24 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
25 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
26 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
27 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
28 the fifth hour of their shifts.

1 63. As alleged herein, Defendant failed to relieve employees of duties for timely
2 meal breaks throughout the Class Period. Plaintiff and the members of the Class's meal periods
3 were routinely afforded late, after the five- and one-half hours of work. Also, meal breaks were
4 frequently not afforded. When Plaintiff and Class members were not afforded meal breaks after
5 the fifth or sixth hour of work, Defendant forced them to sign papers, which were likely meal
6 break waivers, and correct the punch times to make it look like they received compliant meal
7 breaks. Further, if the sixth hour of work passed, Defendant forced Plaintiff and Class members
8 to sign time-punch correction authorizations. If Plaintiff and Class members did not sign the
9 above documents, they would be written up and sent home.

11 64. Under California law, employers must also record their employees' meal
12 periods: "Every employer shall keep accurate information with respect to each employee,
13 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
14 operations cease ... need not be recorded." IWC Wage Order No. 5, § (7)(A)(3). Where the
15 employer has failed to keep records required by statute, the consequences of such failure should
16 fall on the employer, not the employee. In such a situation, imprecise evidence by the employee
17 can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
18 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
19 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
20 known its employees were regularly afforded late and/or missing meal periods during the Class
21 Period.

22 65. Defendant has a policy or practice of failing to ensure that Plaintiff and
23 members of the class take proper meal periods required by California Labor Code §226.7 and
24 IWC Wage Order No. 5, §11.

25 66. By their actions in affording Plaintiff and Class members not compliant meal
26 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 5 in
27 the amount of one additional hour of pay at the employee's regular rate of compensation for
28

1 each work period during each day in which Defendant failed to provide employees with proper
2 statutory off-duty meal periods.

3 67. Defendant also has a policy or practice of failing to pay each of their employees
4 who was not provided with a proper meal period an additional one hour of compensation at
5 each employee's regular rate of pay.

6 68. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
7 bring a private right of action to recover wages due based on the deprivation of proper meal
8 periods under Cal. Labor Code § 226.7(b).

9 69. As a direct and proximate result of Defendant's unlawful conduct as alleged
10 herein, Plaintiff and members of the Class have sustained economic damages, including but not
11 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
12 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
13 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 16.

14 **THIRD CAUSE OF ACTION**

15 **FOR FAILURE TO PROVIDE REST PERIODS**

16 **(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiffs Against Defendant and**
17 **Does 1 through 100)**

18 70. Plaintiff and the Class reallege and incorporate by reference all of the allegations
19 set forth in this Complaint.

20 71. Labor Code § 226.7 and IWC Wage Order No. 5 provide that employers shall
21 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
22 per four hours of work, or major fraction thereof.

23 72. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer
24 fails to provide an employee with rest periods in accordance with those provisions, the
25 employer shall pay the employee one hour of pay at the employee's regular rate of
26 compensation for each workday that the rest periods were not so provided.

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28 //

1 73. Defendant has intentionally and improperly denied rest periods to Plaintiff and
2 the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 5. Plaintiff and Class
3 members were at times not afforded any rest breaks.

4 74. At all times relevant hereto, Plaintiff and members of the Class have worked 6
5 or more hours daily.

6 75. At all times relevant hereto, Defendant failed to provide proper rest periods as
7 required by Labor Code § 226.7 and IWC Wage Order No. 5. Plaintiff and Class members rest
8 breaks were routinely not afforded.

9 76. By virtue of Defendant's unlawful failure to provide proper rest periods to the
10 Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer,
11 damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed
12 the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

13
14 **FOURTH CAUSE OF ACTION**

15 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

16 **ITEMIZED STATEMENTS**

17 **(Labor Code §226 and IWC Wage Order No. 5 By Plaintiffs Against Defendant and Does**
18 **1 through 100)**

19 77. Plaintiff and the Class reallege and incorporate by reference all of the allegations
20 set forth in this Complaint.

21 78. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
22 and the Class.

23 79. Pursuant to California Labor Code sections 226 and 1174, and IWC Wage Order
24 No. 5, section 7, Defendant is required to maintain and provide accurate records relating to
25 employee compensation including all formulas and production records used to calculate wages
26 due.

27 80. Defendant is further required to provide, *inter alia*, semimonthly or at the time
28 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)

1 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
2 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
3 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

4 81. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
5 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
6 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
7 in which the employer knowingly and intentionally failed to provide accurate itemized
8 statements to the employee causing the employee to suffer injury.

9 82. Notwithstanding these provisions. Defendant has engaged in a uniform practice
10 of refusing to maintain and provide the accurate records and wage statements required by
11 California law.

12 83. Defendant failed to provide Plaintiff and Class members with paystubs and they
13 were unable to access their paystubs. Plaintiff requested that Defendant provide him with
14 access to his paystubs, but Defendant never provided him access.

15 84. Throughout the Class Period, Defendant intentionally and knowingly provided
16 Plaintiff and other members of the Class with weekly itemized wage statements containing
17 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
18 that the payments owed to Plaintiff and the members of the Class for minimum wages, missed
19 or late meal/rest periods, all hours worked, sick pay, were not included in gross wages earned
20 by Plaintiff and members of the Class.

21 85. As a result, Plaintiff and members of the Class have been injured by having been
22 deprived of the true facts pertaining to their compensation and employment.

23 86. Plaintiff and members of the Class were damaged by these failures because,
24 among other things, the failures led them to believe that they were not entitled to minimum
25 wages, pay for meal/rest periods not timely provided, all hours worked, sick pay, even though
26 they were so entitled and these failures hindered them from determining the amounts of wages
27 owed to them.

28

1 87. Plaintiff and members of the Class are entitled to the amounts provided in Labor
2 Code §226(e), plus attorneys' fees and costs.

3 88. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
4 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
5 provided by law for Defendant's improper conduct.

6 **FIFTH CAUSE OF ACTION**

7 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

8 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

9 89. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this Complaint.

11 90. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
12 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
13 from employment, unpaid wages are due and payable within 72 hours of resignation.

14 91. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
15 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
16 paid, not to exceed thirty days.

17 92. Plaintiff and the Class were discharged and/or resigned from Defendant's
18 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

19 93. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
20 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PAY UNIFORM MAINTENANCE ALLOWANCE**

23 **(Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

24 94. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this Complaint.

26 95. Under California law, if an employer requires employees to wear a uniform, the
27 employer must pay for and maintain the uniform for the employee. Labor Code
28 §2802.

1 96. An employer may never impose a financial burden on employees, with respect
2 to paying for and maintaining clothing, which would reduce the employees' wage rate below
3 the minimum wage.

4 97. Here, Defendant required Plaintiff and Class members to wear uniforms
5 consisting of shirts, hats and aprons with company logos. However, Plaintiff and Class
6 members were required to maintain their uniforms themselves.

7 98. Defendant failed to reimburse Plaintiff and members of the Class for their
8 uniform maintenance expenses.

9 99. As a proximate result of the aforementioned violations of Labor Code § 2802,
10 Plaintiff and members of the Class have been damaged in an amount according to proof at the
11 time of trial.

12 100. As a proximate result of the aforementioned violations of § 2802, Plaintiff and
13 members of the Class are entitled to recovery from Defendant for reimbursement of necessary
14 expenditures including interest and attorneys' fees.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO PAY FOR ALL HOURS WORKED**

17 **(Cal. Labor Code § 204; IWC Wage Order No. 5 By Plaintiffs against Defendant and**
18 **Does 1 through 100)**

19 101. Plaintiff and the Class reallege and incorporate by reference all of the allegations
20 set forth in this Complaint.

21 102. At all times relevant to this action, Plaintiff and members of the Class were
22 employed by PHD within the meaning of the California Labor Code.

23 103. California Labor Code section 204 requires an employer, such as PHD, to pay
24 employees for all work performed on the job.

25 104. Section 4 of IWC Wage Order No. 5 requires that employers pay employees for
26 all hours worked, including time spent being trained.

27 //

28 //

1 105. At all times relevant herein, Defendant was required to compensate their non-
2 exempt employees for all hours worked pursuant to Wage Order No. 5, and Cal. Labor Code
3 §§200, 223, 226, 500, 510, 1197, 1198.

4 106. During the class period, PHD had, and continues to have, a policy and practice
5 of failing to compensate its employees for all hours worked.

6 107. Defendant had, and continues to have, a policy and practice of requiring,
7 suffering, or otherwise permitting employees to attend mandatory training via Zoom, hands-on
8 and in-person without compensating them for the time spent training.

9 108. By requiring Plaintiff and Class members to attend training without
10 compensation as alleged above, Defendant willfully has violated and continues to violate the
11 provisions of California Labor Code section 204.

12 109. Defendant has knowingly and willfully refused to perform its obligations to
13 compensate Plaintiff and the Class for all hours worked.

14 110. As a result of the unlawful acts of Defendant, Plaintiff and Class members have
15 been deprived of compensation in amounts to be determined at trial and are entitled to
16 recovery of such amounts, in addition to penalties, plus interest thereon, attorneys' fees, and
17 costs, under Labor Code section 1194.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE PAID SICK DAYS**

20 **(Cal. Labor Code §246 By Plaintiffs Against Defendant and Does 1 through 100)**

21 111. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this Complaint.

23 112. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
24 who...works in California for the same employer for 30 or more days within a year from the
25 commencement of employment is entitled to paid sick days.” Additionally, an employee
26 accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours
27 worked, beginning at the commencement of employment. Labor Code section 246(b).
28

1 113. Here, Plaintiff was employed by PHD for 30 or more days and was entitled to
2 paid sick days. Also, Plaintiff and Class members began accruing paid sick days since the
3 beginning of their employment with PHD.

4 114. Plaintiff and Class members were not given any sick days.

5 115. PHD's unlawful conduct alleged herein occurred in the course of employment of
6 Plaintiff and Class members.

7 116. Because PHD failed to provide Plaintiff and Class members with wages for sick
8 time in compliance with the law, PHD is liable to Plaintiff and Class members for payment at
9 the regular rate of compensation for each sick time period that PHD did not provide sick pay,
10 pursuant to Labor Code section 246.

11 117. PHD's unlawful acts deprived Plaintiff and Class members of sick pay in
12 amounts to be determined at trial, and he is entitled to recover these amounts, with interest,
13 attorneys' fees, and costs.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO MAINTAIN ACCURATE RECORDS**

16 **(Labor Code §1174(d) By Plaintiffs Against Defendant and Does 1 through 100)**

17 118. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 119. Labor Code section 1174(d) requires that employers, including Defendant,
20 maintain accurate records showing the hours worked daily by its employees and to whom
21 wages were paid.

22 120. Additionally, the "Records" section of IWC Wage Order No. 5 obligates the
23 employer, including Defendant, to keep accurate information with respect to each one of their
24 employees including, but not limited to, the total wages paid each payroll period, and time
25 records showing when the employee begins and ends each work period, the total daily hours
26 worked, the total hours worked in the payroll period, and the applicable rates of pay.

27 121. Pursuant to Labor Code section 1174.5, any person employing labor who
28 willfully fails to maintain accurate and complete records required by Labor Code section

1 1174(d) is subject to a penalty. On information and belief, Defendant intentionally failed to
2 maintain accurate records regarding Plaintiffs and members of the Class, including the
3 applicable rates of pay and total wages earned for the payroll period.

4 122. Defendant's management routinely punched out Plaintiff and Class members
5 even though they were still working. Every week, Plaintiff and Class members lost hours due to
6 Defendant's improper practice of time shaving. Thus, the actual hours worked by Plaintiff and
7 Class members were not recorded.

8 123. As a direct result of Defendant's violations alleged herein, Plaintiffs and
9 members of the Class have suffered and continue to suffer substantial losses related to
10 Defendant's failure to pay minimum wages.

11 124. Plaintiff seeks all available remedies for Defendant's violations including, but
12 not limited to penalties, and costs to the extent permitted by law.

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

15 ***(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)***

16 125. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this Complaint.

18 126. California Labor Code Section 1198.5 provides:

- 19
- 20 (a) Every current and former employee, or his or her representative, has the
21 right to inspect and receive a copy of the personnel records that the
22 employer maintains relating to the employee's performance or to any
23 grievance concerning the employee.
- 24 (b) The employer shall make the contents of those personnel records available
25 for inspection to the current or former employee, or his or her
26 representative, at reasonable intervals and at reasonable times, but not later
27 than 30 calendar days from the date the employer receives a written request,
28 unless the current or former employee, or his or her representative, and the
employer agree in writing to a date beyond 30 calendar days to inspect the
records, and the agreed-upon date does not exceed 35 calendar days from
the employer's receipt of the written request to inspect the records. Upon a
written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel

1 records,..... later than 30 calendar days from the date the employer receives
2 the request...

3 (k) If an employer fails to permit a current or former employee, or his or her
4 representative, to inspect or copy personnel records within the times specified I
5 this section... the current or former employee may recover a penalty of seven
6 hundred fifty dollars (\$750) from the employer.

7 (1) A current or former employee may also bring an action for injunctive relief
8 to obtain compliance with this section, and may recover costs and reasonable
9 attorney's fees in such an action.

10 127. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
11 employers are required to keep accurate payroll records on each employee, and such records
12 must be made readily available for inspection by the employee upon reasonable request. The
13 employer must also maintain accurate production records.

14 128. On or about September 3, 2024, Plaintiff's counsel issued a written request to
15 Defendant for copies of his personnel records.

16 129. Under California Labor Code Sections 226, 432 and 1198.5, such records were
17 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
18 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
19 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
20 records.

21 130. As a direct result and consequence of Defendant's failure and refusal to permit
22 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
23 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
24 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
25 penalty of \$750 based upon Defendant's violation of §1198.

26 **ELEVENTH CAUSE OF ACTION**

27 **UNFAIR COMPETITION**

28 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1
through 100)**

1 131. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this Complaint.

3 132. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
4 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
5 Code §17021.

6 133. The Business & Professions Code defines unfair competition as any unlawful,
7 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
8 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
9 minimum wages due to time shaving; (2) pay Plaintiff and the Class for meal periods afforded
10 late, missed and/or interrupted, (3) pay Plaintiff and the Class for rest periods not afforded, (4)
11 furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the
12 applicable Labor Code and Industrial Welfare Commission requirements, (5) pay all wages due
13 on termination, (6) provide a uniform maintenance allowance, (7) pay for all hours worked, (8)
14 provide paid sick days, (9) maintain accurate records, and (10) provide personnel records, all in
15 violation of Business & Professions Code §§ 17200 *et seq.*

16 134. By and through the unfair and unlawful business practices described herein,
17 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
18 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
19 Plaintiff and the Class.

20 135. All the acts described herein are violations of, among other things, the Labor
21 Code and Industrial Commission Wage Order No. 5, are unlawful and in violation of public
22 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
23 constitute unfair and unlawful business practices in violation of Business & Professions Code
24 §§ 17200 *et seq.*

25 136. Plaintiff and the Class are entitled to, and do, seek such relief as may be
26 necessary to restore to them the money and property which Defendant has acquired, or of
27 which Plaintiff and the Class have been deprived by means of the above-described unfair and
28 unlawful business practices.

137. Plaintiff and the Class are further entitled to, and do, seek a declaration that the above-described business practices are unfair and unlawful and that injunctive relief should be issued restraining Defendant from engaging in any of the above described unfair and unlawful business practices in the future.

138. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant is restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor and against Defendant as follows:

1. For compensatory damages in the amount minimum wages due to Plaintiff and Class members, according to proof;

2. For payment of unpaid wages in accordance with California labor and employment law;

3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal period was provided late and/or missed;

4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a rest period was not afforded;

5. For payment to Plaintiff and Class Members of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

1 6. For specific relief enforcing waiting time penalties of 30 days of per diem wages
2 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

3 7. For compensatory damages in the amount of Plaintiff and Class members'
4 uniform maintenance expenses, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
5 §2802(c);

6 8. For sick pay;

7 9. For compensatory damages in the amount of unpaid wages due to failure to pay
8 for all hours worked in accordance with California labor and employment law;

9 10. For an award of consequential damages in Plaintiff and Class Members' favor
10 and against Defendant, in an amount to be proven at trial;

11 11. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

12 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
13 pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;

14 13. For prejudgment interest accrued on all due and unpaid minimum wages from
15 the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a),
16 according to proof;

17 14. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5, 1174.5
18 according to proof;

19 15. For civil penalties pursuant to *Cal. Labor Code* §1198 and IWC Wage Order
20 No. 5;

21 16. For reasonable costs, including attorneys' fees, in an amount according to proof
22 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802 and/or *Cal. Code of*
23 *Civ. Proc.* §1021.5;

24 17. For an award of restitution of wages to Plaintiff and Class members in an
25 amount equal to the amount of wages owed and unpaid, according to proof;

26 18. For injunctive relief requiring Defendant to comply with Labor Code
27 1198.5(b)(1);

1 19. For injunctive relief ordering the continuing unfair business acts and practices to
2 cease, as the Court deems just and proper;

3 20. For other injunctive relief ordering Defendant to notify Plaintiff and Class
4 members that they have not been paid the proper amounts in accordance with California law;

5 21. For punitive and exemplary damages in a sum to be determined at trial; and

6 22. For such other and further relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff Eduardo Quiroz Ramirez hereby respectfully requests a trial by jury for all
9 claims and issues raised in his Complaint that may be entitled to a jury trial.

11 LIPELES LAW GROUP, APC

12 Date: September 3, 2024

14 By: _____

15 Thomas H. Schelly
16 Attorneys for Plaintiff
17 Eduardo Quiroz Ramirez