

Carolyn Hunt Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
**SCHNEIDER WALLACE
COTTRELL KIM LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100; Fax: (415) 421-7105
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com

Christina N. Mirzaie (SBN 333274)
**SCHNEIDER WALLACE
COTTRELL KIM LLP**
515 S. Figueroa Street, Suite 1060
Los Angeles, California 90071
Tel: (213) 835-1550; Fax: (415) 421-7105
cmirzaie@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO**

LUIS GOMEZ, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

INSTALLED BUILDING PRODUCTS, LLC;
BROKEN DRUM INSULATION VISALIA,
INC.; and DOES 1 through 100, inclusive,

Defendants.

FILED

MAR 12 2026

FRESNO SUPERIOR COURT

By _____ DEPUTY

Case No. 25CECG00159

**FIRST AMENDED CLASS ACTION
COMPLAINT AND COMPLAINT FOR
PENALTIES PURSUANT TO §§ 2699(a) AND
(f) OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

- (1) Failure to Provide and/or Make Available Meal Periods (Cal. Lab. Code § § 226.7 and 512) ;
- (2) Failure to Authorize and Permit Rest Periods ((Cal. Lab. Code § 226.7) ;
- (3) Failure to Provide Timely and Accurate Itemized Wage Statements ((Cal. Lab. Code § § 226 and 226.3) ;
- (4) Failure to Timely Pay Wages During Employment (Cal. Lab. Code § 204) ;
- (5) Waiting Time Penalties (Cal. Lab. Code §§ 201-203);
- (6) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
- (7) Penalties Pursuant to Labor Code § 2699(a)
- (8) Penalties Pursuant to Labor Code § 2699 (f)

DEMAND FOR JURY TRIAL

FILED BY FAX

1 Plaintiff Luis Gomez, on behalf of the State of California, and others similarly situated
2 individuals, including the putative Class Members and the Aggrieved Employees (collectively,
3 “Plaintiff”) complains and alleges as follows:

4 INTRODUCTION

5 1. Plaintiff brings this class and representative Private Attorneys General Act of 2004
6 (“PAGA”) enforcement against Defendants Installed Building Products, LLC (“IBP”), Broken Drum
7 Insulation Visalia, Inc. (“BDI”), and DOES 1 through 100, inclusive (collectively “Defendants”) on
8 behalf of himself, other similarly situated individuals, and the State of California for violations of
9 California wage-and-hour laws. Plaintiff seeks damages and statutory penalties as a result of
10 Defendants’ systematic violations.

11 2. Plaintiff, the putative Class Members, and the Aggrieved Employees are current and
12 former non-exempt, hourly workers who have worked for Defendants in California, as among other
13 positions, hourly paid installers, technicians, and other hourly non-exempt roles during all relevant
14 times throughout California. Defendants employ Plaintiff, the putative Class Members, and Aggrieved
15 Employees.

16 3. Plaintiff challenges Defendants’ policies and practices of: (1) failing to provide or make
17 available to Plaintiff, the Aggrieved Employees and Class Members the meal periods to which they
18 are entitled by law, and failing to pay premium compensation payment for non-compliant meal breaks;
19 (2) failing to authorize and permit rest periods, and failing to pay premium compensation payment for
20 non-compliant rest periods; (3) failing to provide Plaintiff, the Aggrieved Employees and Class
21 Members with accurate, itemized wage statements and to maintain accurate payroll records; (4) failing
22 to pay all wages due timely throughout employment; and (5) engaging in unfair business practices.

23 4. Plaintiff seeks to recover compensation, damages, penalties, and interest to the full
24 extent permitted by the California Labor Code and Industrial Welfare Commission (“IWC”) Wage
25 Orders, as well as other relief requested herein. Plaintiff, on behalf of the State of California, also
26 seeks to recover penalties and reasonable attorneys’ fees for these violations pursuant to § 2699 (a)
27 and (f) of the California Labor Code Private Attorneys General Act (“PAGA”).
28

5. Plaintiff further alleges that this action relates back to the filing of the prior class action complaint in *Gomez v. Installed Building Products, Broken Drum Insulation, Visalia, Inc.*, Case No. VCU316828, Tulare County Superior Court, filed on January 8, 2025 (the “*Tulare*” action), which asserted the same or substantially similar claims against Defendants on behalf of the same or a substantially similar putative class. The claims asserted herein arise out of the same operative facts, course of conduct, and alleged Labor Code violations as those alleged in the prior action. Accordingly, the applicable statutes of limitation are tolled and/or relate back to the filing date of the earliest filing, or the *Tulare* action, extending the Class Period as set forth above.

PARTIES

6. Plaintiff Luis Gomez is an individual over the age of eighteen and, at all times mentioned in the Complaint, was a resident of the State of California.

7. Plaintiff has worked for Defendants as an Insulation Installer since approximately August 2022.

8. Plaintiff is informed, believes, and thereon alleges that Installed Building Products, LLC is a Delaware limited liability company headquartered in Columbus, Ohio. IBP is registered to do business in, and employs and/or employed hourly non-exempt employees, including Plaintiff and the Aggrieved Employees in, the State of California and does business in the State of California. IBP may be served with process by serving its registered agent, CT Corporation System, 330 N. Brand Blvd, Suite 700, Glendale, California 91203.

9. Plaintiff is informed, believes, and thereon alleges that Broken Drum Insulation Visalia, Inc. is a California corporation with its headquarters located in Columbus, Ohio, and a subsidiary of IBP. BDI is registered to do business in the State of California and does business in, and employs and/or employed hourly non-exempt employees, including Plaintiff and the Aggrieved Employees in, the State of California. BDI may be served with process by serving its registered agent, CT Corporation System, 330 N. Brand Blvd, Suite 700, Glendale, California 91203.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of DOES 1-100, inclusive, are unknown to Plaintiff, who therefore sues the DOE Defendants by fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously

1 named Defendants are responsible in some manner for the occurrences and violations as herein
2 alleged. Plaintiff will amend this Complaint to show their true names and capacities when they have
3 been ascertained.

4 11. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
5 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.
6 Plaintiff is informed, believes, and thereon alleges that, in California, Defendants own, operate, and/or
7 manage locations in this county. Plaintiff is informed, believes, and thereon alleges that Defendants
8 employ Aggrieved Employees, among other hourly employees, in this County and throughout
9 California.

10 12. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
11 and omissions alleged herein were performed by, and/or are attributable to, Defendants, acting through
12 their agents, alter egos, and/or employees, and/or under the direction and control of each of the other,
13 and that said acts and failures to act were within the course and scope of said agency, alter ego
14 relationship, employment, and/or direction and control.

15 13. Plaintiff is informed, believes, and thereon alleges that Defendants directly control the
16 operations of their agents, alter egos, managers, and employees throughout all of their locations in
17 California.

18 14. At all material times, Defendants do business under the laws of California, have places
19 of business in the State of California, including this County, and has employed putative Class Members
20 in this County, and elsewhere throughout California. Defendants are a "person" as defined in
21 California Labor Code § 18 and the California Business and Professions Code § 17201. Defendants
22 are also an "employer" as that term is used in the California Labor Code and the IWC Wage Orders
23 regulating wages, hours, and working conditions, and the California Business and Professions Code §
24 17201.

25 15. Defendants employ Plaintiff, the putative Class Members, and Aggrieved Employees
26 because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping
27 practices, and daily work of Plaintiff, the putative Class Members, and Aggrieved Employees.
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1 23. Class Members and Aggrieved Employees perform their jobs under Defendants'
2 supervision using materials and technology approved and supplied by Defendants.

3 24. Class Members and Aggrieved Employees are required to follow and abide by
4 Defendants' common work, time, and pay policies and procedures in the performance of their jobs.

5 25. At the end of each pay period, Class Members and Aggrieved Employees receive wages
6 from Defendants that are determined by common systems and methods that Defendants select and
7 control.

8 26. On information and belief, Defendants pay Class Members and Aggrieved Employees
9 on an hourly rate basis.

10 27. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
11 practices have at all relevant times been similar for Plaintiff, the Class Members, and Aggrieved
12 Employees, regardless of location in the State of California.

13 28. Upon information and belief, Class Members and Aggrieved Employees worked more
14 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
15 (1) year before this Complaint was filed.

16 29. Defendants regularly deny and fail to provide Plaintiff, Class Members, and Aggrieved
17 Employees with compliant 30-minute uninterrupted meal periods before the end of the fifth hour of
18 work. Defendants' policies, practices, and procedures prevent Plaintiff, Class Members and Aggrieved
19 Employees from taking their meal period prior to the end of their fifth hour of work. Defendants
20 schedule and direct Plaintiff, Class Members, and Aggrieved Employees to take their first meal breaks
21 at the beginning of their sixth scheduled hour of work, rather than at the end of their fifth actual hour.
22 This directive is communicated by management as a matter of policy, including, but not limited to, in
23 schedules distributed to Class Members and Aggrieved Employees, and when managers announce a
24 lunch break at the beginning of the sixth scheduled hour of each shift. Employees are expected to
25 continue working until released for the lunch break. In addition, Plaintiff, Class Members, and
26 Aggrieved Employees routinely arrive and begin working at least several minutes before the beginning
27 of their scheduled shift. Defendants are aware of this and nonetheless fail to adjust the timing of
28 scheduled meal breaks to begin within Plaintiff, Class Members, and Aggrieved Employees' fifth

1 actual hour of work. Finally, Plaintiff, Class Members, and Aggrieved Employees' workloads also do
2 not permit them to take full-length, compliant meal breaks before their sixth actual hour of work. As
3 a result, Plaintiff, Class Members and Aggrieved Employees' meal breaks routinely begin after the end
4 of their fifth hour of work.

5 30. For each day Plaintiff, Class Members and Aggrieved Employees work over ten hours,
6 Defendants regularly deny, and fail to provide Plaintiff, Class Members and Aggrieved Employees
7 with, compliant second 30-minute uninterrupted meal periods before the end of the tenth hour of work.
8 Defendants' policies, practices, and procedures prevent Plaintiff, Class Members, and Aggrieved
9 Employees from taking a second meal period at any time. Defendants do not give Plaintiff and putative
10 Aggrieved Employees the option to take a second meal period on days where they work over ten (10)
11 hours. While Defendants schedule Plaintiff, Class Members, and Aggrieved Employees' first meal
12 period, albeit belatedly every day, Defendants do not schedule a time for Plaintiff and Aggrieved
13 Employees to take second meal periods and managers do not announce, or otherwise allow time for, a
14 second break. Instead, Plaintiff, Class Members and Aggrieved Employees are expected to and do
15 continue working through the rest of their shift without a second meal break. Plaintiff, Class Members,
16 and Aggrieved Employees' workloads also do not permit them to take full-length, compliant second
17 meal breaks. Plaintiff and Aggrieved Employees do not voluntarily or validly agree to waive their
18 second meal breaks.

19 31. Defendants fail to pay Plaintiff, Class Members, and Aggrieved Employees meal period
20 premiums to which they are entitled for these missed, late, and otherwise non-compliant first and
21 second meal breaks.

22 32. Plaintiff is informed, believes, and thereon alleges that these meal period policies and
23 practices have at all relevant times been similar for Plaintiff, Class Members, and Aggrieved
24 Employees regardless of location and assignment in California.

25 33. In addition, Defendants fail to authorize or permit off duty, paid rest periods of at least
26 10 minutes of rest time for every 4 hours of work. Plaintiff, Class Members, and Aggrieved Employees'
27 workload and Defendants' work expectations frequently prevent employees from taking full,
28 uninterrupted rest breaks. In addition, for a period of time, Defendants did not inform Plaintiff, Class

1 Members, and Aggrieved Employees that they could take rest breaks, and Defendants' work
2 expectations did not permit Plaintiff, Class Members, and Aggrieved Employees an opportunity to
3 rest, while off-duty, for 10 minutes during each 4-hour work period or major fraction thereof. As a
4 result, despite regularly working shifts of eight hours or longer, Plaintiff, Class Members, and
5 Aggrieved Employees did not receive rest breaks, during this period. Plaintiff, Class Members, and
6 Aggrieved Employees suffer injury as a result of these defects.

7 34. Defendants fail to pay Plaintiff, Class Members, and Aggrieved Employees rest period
8 premiums to which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

9 35. Plaintiff is informed, believes, and thereon alleges that these rest period policies and
10 practices have at all relevant times been similar for Plaintiff, Class Members, and Aggrieved
11 Employees regardless of location and assignment in California.

12 36. Defendants also knowingly and intentionally fail to provide Plaintiff, Class Members,
13 and Aggrieved Employees with accurate itemized wage statements that contain the information
14 required by California law. As a result of the policies and practices described herein, the wage
15 statements provided to Plaintiff, Class Members, and Aggrieved Employees do not state accurate gross
16 wages earned, net wages earned, and all applicable hours and hourly rates. They do not identify or
17 account for missed and non-compliant meal and rest periods and corresponding earnings and rates of
18 pay for meal and rest period premiums. In addition, the wage statements provided to Plaintiff, Class
19 Members, and Aggrieved Employees fail to state the inclusive dates of the period for which the
20 employee is paid because they do not include the beginning date for each pay period. Plaintiff, Class
21 Members, and Aggrieved Employees suffer injury as a result of these defects.

22 37. As a result of the foregoing, Defendants willfully fail to maintain accurate records as
23 required by Cal. Lab. Code § 226 and Cal. Lab. Code § 1174.

24 38. Plaintiff is informed, believes, and thereon alleges that these wage statement policies
25 and practices have at all relevant times been similar for Plaintiff, Class Members, and Aggrieved
26 Employees regardless of location and assignment in California.

27 39. Defendants' conduct has been knowing, willful, and carried out in bad faith, and has
28 caused significant damages to Plaintiff, Class Members, and Aggrieved Employees in an amount to be

1 determined at trial. Defendants did not take requisite reasonable steps to ensure that Plaintiff, Class
2 Members, and Aggrieved Employees were provided timely and compliant meal and rest breaks,
3 premium pay for missed or non-compliant breaks, or accurate wage statements, and to maintain
4 accurate records. Plaintiff is informed, believes, and thereon alleges that Defendants knew or should
5 have known that Plaintiff, Class Members, and Aggrieved Employees regularly do not receive timely
6 and compliant meal and rest breaks, premium pay for missed or non-compliant breaks, or accurate
7 wage statements, and that Defendants do not maintain accurate records. Thus, Defendants' denial of
8 wages and compliant meal and rest periods and related premium pay, failure to provide complete and
9 accurate wage statements, and failure to maintain accurate records is and/or was deliberate and willful.

10 40. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
11 has been widespread, repeated, and consistent as to Class Members and Aggrieved Employees and
12 throughout Defendants' operations in the State of California.

13 CLASS ALLEGATIONS

14 41. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 42. Plaintiff brings this case as a class action on behalf of himself and all others similarly
17 situated pursuant to California Code of Civil Procedure § 382. The putative Class that Plaintiff seeks
18 to represent is defined as follows:

19
20 **All current and former hourly and/or non-exempt employees of Installed Building**
21 **Products, LLC, and/or Broken Drum Insulation Visalia, Inc. who worked for**
22 **Defendant(s) in California at any time during the time period starting 4 years**
prior to the filing of the *Tulare* action filed on January 8, 2025 until the resolution
of this action ("the Class").

23 43. Plaintiff alleges that this action relates back to the filing of the prior class action
24 complaint referenced immediately above, which asserted the same or substantially similar claims
25 against Defendants on behalf of the same or a substantially similar putative class. The claims asserted
26 herein arise out of the same operative facts, course of conduct, and alleged Labor Code violations as
27 those alleged in the prior action. Accordingly, the applicable statutes of limitation are tolled and/or
28

1 relate back to the filing date of the earliest filing, or the *Tulare* action, extending the Class Period as
2 set forth above.

3 44. This action has been brought and may properly be maintained as a class action under
4 CCP § 382 because there is a well-defined community of interest in the litigation and the putative class
5 is ascertainable.

6 a. **Numerosity:** The members of the Class as defined are so numerous that joinder of
7 all the members of the Class is impracticable.

8 b. **Commonality:** There are questions of law and fact common to Plaintiff and the
9 Class that predominate over any questions affecting only individual members of the
10 Class. These common questions of law and fact include, but are not limited to:

11 i. Whether Defendants fail to make available and/or provide Class Members
12 with compliant meal periods to which they are entitled in violation of Cal.
13 Lab. Code and Wage Order 16;

14 ii. Whether Defendants fail to authorize and permit, make available, and/or
15 provide Class Members with compliant rest periods to which they are
16 entitled in violation of Cal. Lab. Code and Wage Order 16;

17 iii. Whether Defendants fail to pay required meal and rest period premiums in
18 violation of the California Labor Code;

19 iv. Whether Defendants fail to provide Class Members with timely, accurate
20 itemized wage statements in violation of the Cal. Lab. Code and Wage Order
21 16 and whether Class Members experience injury as a result;

22 v. Whether Defendants fail to pay Class Members all wages due at times
23 required under Cal. Lab. Code 204;

24 vi. Whether Defendants violate Business and Professions Code §§ 17200 *et*
25 *seq.*, by:

26 vii. failing to authorize and permit, make available, and/or provide Class
27 Members compliant meal and rest periods to which they are entitled and
28 failing to pay meal and rest period premiums;

viii. failing to provide Class Members with timely, accurate itemized wage statements and failing to pay rest period premiums; and

ix. failing to pay all wages due at times required under Cal. Lab. Code section 204.

x. The proper formula for calculating restitution, damages, and penalties owed to Plaintiff and the putative Class as alleged herein.

c. **Typicality:** Plaintiff's claims are typical of the claims of the Class. Defendants' common course of conduct in violation of law as alleged herein has caused Plaintiff and Class Members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

d. **Adequacy of Representation:** Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff is competent and experienced in litigating large employment class actions, including wage and hour cases. Plaintiff will fairly and adequately represent and protect the interests of the Class Members.

e. **Superiority of Class Action:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the putative Class predominate over any questions affecting only individual members of the Class. Each Class member has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

45. The Class may also be certified because the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual members of the Class, and, in turn, would establish incompatible standards of conduct for Defendants.

46. If each individual Class Member were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each member of the Class with Defendants' vastly superior financial and legal resources.

47. Requiring each individual Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by the Class Members who would be disinclined to pursue these claims against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being.

48. Plaintiff also seeks certification of the Class to the extent applicable under CCP 382 on the grounds that the party opposing the Class has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the putative Class as a whole.

FIRST CAUSE OF ACTION

Failure to Provide and/or Make Available Meal Periods

Pursuant to Cal. Lab. Code §§ 226.7 and 512

(On Behalf of Plaintiff and the Class Against Defendants)

49. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

50. Defendants routinely fail to provide or make available compliant meal periods to Plaintiff and Class Members. Class Members are not provided their first meal period before the end of their fifth hour of work. On days when Plaintiff and Class Members are entitled to a second meal period, Defendants do not provide a second meal period, and Plaintiff and Class members do not receive a second meal period.

51. Plaintiff and Class Members do not receive the requisite premium pay for their non-compliant meal breaks as required by California law.

52. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Order require Defendants to provide or make available meal periods to their employees. Cal. Lab. Code §§ 226.7 and 512 and the Wage Orders prohibit employers from employing an employee for more than five (5) hours without a

1 meal period of not less than thirty (30) minutes, and from employing an employee more than ten (10)
2 hours per day without providing the employee with a second meal period of not less than thirty (30)
3 minutes.

4 53. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Order, an employer who fails
5 to provide or make available a required meal period must, as compensation, pay the employee one (1)
6 hour of pay at the employee's regular rate of compensation for each workday that the meal period was
7 not provided or made available.

8 54. Despite these requirements, Defendants have knowingly and willfully refused to
9 perform their obligation to provide or make available to Plaintiff and Class Members the ability to
10 take the off-duty second meal periods to which they are entitled, and to take off-duty first meal periods
11 before the end of their fifth hour of work.

12 55. Defendants also fail to properly pay Plaintiff and Class Members one (1) hour of pay
13 for each day an off-duty second meal period was denied. Defendants' conduct described herein violates
14 Cal. Lab. Code §§ 226.7 and 512. Therefore, pursuant to Cal. Lab. Code § 226.7(b), Plaintiff and Class
15 Members are entitled to compensation for the failure to provide or make available meal periods and
16 second meal periods, plus interest, attorneys' fees, expenses, and costs of suit.

17 56. As a proximate result of the aforementioned violations, Plaintiff and Class Members
18 have been damaged in an amount according to proof at time of trial.

19 57. Wherefore, Plaintiff and Class Members request relief as hereinafter provided.

20 **SECOND CAUSE OF ACTION**

21 **Failure to Authorize and Permit and/or Make Available Rest Periods**

22 **Pursuant to Cal. Lab. Code § 226.7**

23 **(On Behalf of Plaintiff and the Putative Class Against Defendant)**

24 58. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
25 herein.

26 59. Cal. Lab. Code §§ 226.7 and the applicable Wage Order require employers to authorize
27 and permit non-exempt workers to take ten minutes of net rest time per four hours or major fraction
28 thereof of work, and to pay non-exempt workers their full wages during those rest periods. Unless the

1 employee is relieved of all duty during the ten-minute rest period, the employee is considered "on
2 duty" and the rest period is counted as time worked under the applicable Wage Orders.

3 60. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a required
4 rest period one hour of pay at the employee's regular rate of compensation for each workday that the
5 rest period was not authorized and permitted and/or not made available.

6 61. Despite these requirements, Defendants knowingly and willfully refuse to perform their
7 obligations to authorize and permit and/or make available to Plaintiff and Class Members their rest
8 periods.

9 62. Plaintiff and Class Members also do not receive premium pay for their missed rest
10 breaks as required by California law.

11 63. Therefore, pursuant to Cal. Lab. Code § 226.7(b), Plaintiff and Class Members are
12 entitled to compensation for the failure to authorize and permit and/or make available rest periods,
13 plus interest, attorneys' fees, expenses, and costs of suit.

14 64. As a proximate result of the aforementioned violations, Plaintiff and Class Members
15 have been damaged in an amount according to proof at time of trial.

16 65. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

17 **THIRD CAUSE OF ACTION**

18 **Failure to Pay Wages Timely**

19 **Pursuant to Cal. Lab. Code § 204**

20 **(On Behalf of Plaintiff and Putative Class Against Defendants)**

21 66. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 67. Cal. Lab. Code § 204 provides that all wages earned by any person in any employment
24 between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon
25 termination of an employee, are due and payable between the 16th and the 26th day of the month
26 during which the labor was performed.

27 68. Cal. Lab. Code § 204 provides that all wages earned by any person in any employment
28 between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon

1 termination of an employee, are due and payable between the 1st and the 10th day of the following
2 month.

3 69. Cal. Lab. Code § 204 provides that all wages earned for labor in excess of the normal
4 work period shall be paid no later than the payday for the next regular payroll period.

5 70. During the relevant time period, Defendants intentionally and willfully failed to pay
6 Plaintiff and the other Class Members all premium wages due to them for missed or non-compliant
7 meal and rest breaks within any time period permissible under Cal. Lab. Code § 204.

8 71. Plaintiff and the other class members are entitled to recover all remedies available for
9 violations of Cal. Lab. Code § 204.

10 72. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Provide Accurate Itemized Wage Statements**

13 **Pursuant to Cal. Lab. Code §§ 226, 226.3, and 226.6**

14 **(On Behalf of Plaintiff and Putative Class Against Defendants)**

15 73. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 74. Defendants do not provide Plaintiff and Class Members with accurate itemized wage
18 statements as required by California law.

19 75. Cal. Lab. Code § 226(a) provides that:

20 (a) An employer, semimonthly or at the time of each payment of wages,
21 shall furnish to their employee, either as a detachable part of the check,
22 draft, or voucher paying the employee's wages, or separately if wages
23 are paid by personal check or cash, an accurate itemized statement in
24 writing showing (1) gross wages earned, (2) total hours worked by the
25 employee, except as provided in subdivision (j), (3) the number of piece-
26 rate units earned and any applicable piece rate if the employee is paid
27 on a piece-rate basis, (4) all deductions, provided that all deductions
28 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 only
the last four digits of their 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, if the employer
is a farm labor contractor, as defined in subdivision (b) of Section 1682,
the name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay

1 period and the corresponding number of hours worked at each hourly
2 rate by the employee and, beginning July 1, 2013, if the employer is a
3 temporary services employer as defined in Section 201.3, the rate of pay
4 and the total hours worked for each temporary services assignment. The
5 deductions made from payment of wages shall be recorded in ink or
6 other indelible form, properly dated, showing the month, day, and year,
7 and a copy of the statement and the record of the deductions shall be
8 kept on file by the employer for at least three years at the place of
9 employment or at a central location within the State of California.

10 76. The IWC Wage Order also establishes this requirement. (See IWC Wage Orders 16-
11 2001(6)(B)).

12 77. Cal. Lab. Code § 226.3 provides, in relevant part:

13 Any employer who violates subdivision (a) of Section 226 shall be
14 subject to a civil penalty in the amount of two hundred fifty dollars
15 (\$250) per employee per violation in an initial citation and one thousand
16 dollars (\$1,000) per employee for each violation in a subsequent
17 citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision
19 (a) of Section 226.

20 78. Cal. Lab. Code § 226(e) provides:

21 An employee suffering injury as a result of a knowing and intentional
22 failure by an employer to comply with subdivision (a) is entitled to
23 recover the greater of all actual damages or fifty dollars (\$50) for the
24 initial pay period in which a violation occurs and one hundred dollars
25 (\$100) per employee for each violation in a subsequent pay period, not
26 exceeding an aggregate penalty of four thousand dollars (\$4,000) and is
27 entitled to an award of costs and reasonable attorney's fees.

28 79. Defendants do not provide timely, accurate itemized wage statements to Plaintiff and
Class Members in accordance with Cal. Lab. Code § 226(a) and the IWC Wage Orders. The wage
statements Defendants provide their employees, including Plaintiff and Class Members, do not
accurately reflect the beginning date of each pay period, actual gross wages earned and/or actual net
wages earned, including meal/rest period premium payments, all deductions taken, all applicable
hourly rates in effect during the pay period and the corresponding number of hours worked at each
hourly rate by the employee, and the resulting violations described herein. Plaintiff and Class Members
suffer injury as a result.

80. Defendants are liable to Plaintiff and the Class Members for the amounts described
above in addition to the civil penalties set forth below, with interest thereon. Furthermore, Plaintiff is
entitled to an award of attorneys' fees and costs as set forth below, pursuant to Cal. Lab. Code § 226(e).

81. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Waiting Time Penalties

Violation of Cal. Lab. Code §§ 201-203

(On Behalf of Plaintiff and Putative Class Against Defendants)

82. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

83. Defendants did not provide putative Class members with their wages when due under California law after their employment with Defendants ends.

84. Cal. Lab. Code § 201 provides: If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

85. Cal. Lab. Code § 202 provides:

86. If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. Cal. Lab. Code § 203 provides, in relevant part:

88. If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

89. Plaintiffs and putative Class members who left their employment with Defendants during the statutory period, at which time Defendants owed them unpaid wages. These earned, but unpaid, wages derive from time spent working for the benefit of Defendants off-the-clock and during missed or interrupted meal periods, and rest periods.

90. Defendants willfully refused and continue to refuse to pay Plaintiffs and putative Class members all the wages that are due and owing to them for the work performed and the resulting premium payments for missed or interrupted meal periods and rest periods, upon the end of their

1 employment. As a result of Defendants' actions, Plaintiffs and putative Class members have suffered
2 and continue to suffer substantial losses, including lost earnings, and interest.

3 91. Defendants' willful failure to pay Plaintiffs and putative Class members the wages due
4 and owing them constitutes a violation of Cal. Lab. Code §§ 201-202. As a result, Defendants are
5 liable to Plaintiffs and putative Class members for all penalties owing pursuant to Cal. Lab. Code §§
6 201-203.

7 92. In addition, Cal. Lab. Code § 203 provides that an employee's wages will continue as
8 a penalty up to thirty days from the time the wages were due. Therefore, Plaintiffs and putative Class
9 members are entitled to penalties pursuant to Cal. Lab. Code § 203, plus interest.

10 93. Wherefore, Plaintiffs and putative Class members request relief as hereinafter
11 provided.

12 SITH CAUSE OF ACTION

13 **Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.***

14 **(On Behalf of Plaintiff and Putative Class Against Defendants)**

15 94. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 95. The UCL prohibits unfair competition in the form of any unlawful, unfair, or fraudulent
18 business acts or practices.

19 96. Cal. Bus. & Prof. Code § 17204 allows a person injured by the unfair business acts or
20 practices to prosecute a civil action for violation of the UCL.

21 97. Cal. Lab. Code § 90.5(a) states it is the public policy of California to vigorously enforce
22 minimum labor standards in order to ensure employees are not required to work under substandard
23 and unlawful conditions, and to protect employers who comply with the law from those who attempt
24 to gain competitive advantage at the expense of their workers by failing to comply with minimum
25 labor standards.

26 98. Beginning at an exact date unknown to Plaintiff, but at least since the date four years
27 prior to the filing of this lawsuit, Defendants have committed acts of unfair competition as defined by
28 the UCL, by engaging in the unlawful, unfair, and fraudulent business acts and practices described in

1 this Complaint, including, but not limited to: violations of Cal. Lab. Code §§ 226.7 and 512 and Wage
2 Order 16-2001 pertaining to meal and rest breaks, and violations of Cal. Lab. Code § 204.

3 99. The violations of these laws and regulations, as well as of the fundamental California
4 public policies protecting wages, serve as unlawful predicate acts and practices for purposes of Cal.
5 Bus. & Prof. Code §§ 17200, *et seq.*

6 100. The acts and practices described above constitute unfair, unlawful, and fraudulent
7 business practices, and unfair competition, within the meaning of Cal. Bus. & Prof. Code §§ 17200,
8 *et seq.* Among other things, the acts and practices have taken from Plaintiff and the putative Class
9 wages rightfully earned by them, while enabling Defendants to gain an unfair competitive advantage
10 over law-abiding employers and competitors.

11 101. Cal. Bus. & Prof. Code § 17203 provides that a court may make such orders or
12 judgments as may be necessary to prevent the use or employment by any person of any practice which
13 constitutes unfair competition.

14 102. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and
15 Class Members have suffered a loss of money and property, in the form of unpaid wages, which are
16 due and payable.

17 103. Cal. Bus. & Prof. Code § 17203 provides that the Court may restore to any person in
18 interest any money or property which may have been acquired by means of such unfair competition.
19 Plaintiff and Class Members are entitled to restitution pursuant to Cal. Bus. & Prof. Code § 17203 for
20 all wages and payments unlawfully withheld from employees during the four-year period prior to the
21 filing of this Complaint. Plaintiff's success in this action will enforce important rights affecting the
22 public interest and, in that regard, Plaintiff sues on behalf of himself as well as others similarly situated.
23 Plaintiff and Class Members seek and are entitled to unpaid wages, declaratory relief, and all other
24 equitable remedies owing to them.

25 104. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.

26 105. There is a financial burden involved in pursuing this action, the action is seeking to
27 vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing
28

1 him to pay attorneys' fees from any recovery thereof. Attorneys' fees are appropriate pursuant to Cal.
2 Code Civ. Procedure § 1021.5 and otherwise.

3 106. Wherefore, Plaintiff and the putative Class request relief as hereinafter provided.

4 **SEVENTH CAUSE OF ACTION**

5 **Penalties Pursuant to Labor Code § 2699(a)**

6 **(On Behalf of the State of California and Aggrieved Employees)**

7 107. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
8 herein.

9 108. Cal. Labor Code § 2699(a) provides:

10 Notwithstanding any other provision of law, any provision of this
11 code that provides for a civil penalty to be assessed and collected by
12 the Labor and Workforce Development Agency or any of its
13 departments, divisions, commissions, boards, agencies, or
14 employees, for a violation of this code, may, as an alternative, be
recovered through a civil action brought by an aggrieved employee
on behalf of himself or herself and other current or former
employees." Cal. Bus. & Prof. Code § 17204 allows a person injured
by the unfair business acts or practices to prosecute a civil action for
violation of the UCL."

15
16 109. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
17 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
18 he or she quits, at the latest.

19 110. Cal. Lab. Code § 203 provides, in relevant part:

20 If an employer willfully fails to pay, without abatement or reduction, in accordance
21 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
22 or who quits, the wages of the employees shall continue as a penalty from the due date
thereof at the same rate paid or until an action therefor is commenced; but the wages
shall not continue for more than 30 days.

23 111. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty
24 in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

25 112. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
26 Defendant, as alleged above, to timely pay all wages owed to Plaintiffs and the Aggrieved Employees
27 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
28 203 and 256.

1 113. Cal. Lab. Code § 226(a) provides:

2 Every employer shall, semimonthly or at the time of each payment of wages, furnish
3 each of his or her employees, either as a detachable part of the check, draft, or voucher
4 paying the employee's wages, or separately when wages are paid by personal check or
5 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
6 total hours worked by the employee, except for any employee whose compensation is
7 solely based on a salary and who is exempt from payment of overtime under
8 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
9 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
deductions made on written orders of the employee may be aggregated and shown as
one item, (5) net wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social security number,
(8) the name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

10 114. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

11 An employee suffering injury as a result of a knowing and intentional failure by an
12 employer to comply with subdivision (a) is entitled to recover the greater of all actual
13 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
14 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
an award of costs and reasonable attorney's fees.

15 115. Cal. Lab. Code § 226.3 provides:

16 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
17 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
18 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
19 in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision (a) of Section
226. The civil penalties provided for in this section are in addition to any other penalty
provided by law.

20 116. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
21 by Defendants, alleged above, to provide Plaintiff and the Aggrieved Employees an accurate, itemized
22 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
23 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
24 226(e)(1).

25 117. Plaintiff alleges that Defendants violated the following provisions of the California
26 Labor Code that are actionable through the PAGA: Cal. Lab. Code §§ 201-203, 204, 226, 226.3, 226.7,
27 256, 512, 1174, 1174.5, 1198, and the applicable IWC Wage Orders.

28 118. Each of these violations entitles Plaintiff to recover the applicable civil penalties as a
FIRST AMENDED CLASS ACTION COMPLAINT AND COMPLAINT FOR PENALTIES PURSUANT TO §§ 2699
(a) and (f) OF THE PRIVATE ATTORNEYS' GENERAL ACT AND DEMAND FOR JURY TRIAL

1 private attorney general, to be distributed to the State of California and the Aggrieved Employees
2 under PAGA.

3 119. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on October 24, 2024, Plaintiff
4 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
5 file this claim. On October 24, 2024, Plaintiff mailed Defendants a copy of such notice via certified
6 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
7 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
8 Code § 2699.3(a).

9 120. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
10 Employees, and herself as set forth in Cal. Lab. Code § 2699.

11 121. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
12 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
13 and costs as set forth below.

14 122. Wherefore, Plaintiff requests relief as hereinafter provided.

15 **EIGHTH CAUSE OF ACTION**

16 **Penalties Pursuant to Labor Code § 2699 (f)**

17 **(On Behalf of the State of California and Aggrieved Employees)**

18
19 123. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
20 herein.

21 124. Cal. Labor Code § 2699(f) provides:

22
23 “For all provisions of this code except those for which a civil penalty is
24 specifically provided, there is established a civil penalty for a violation
25 of these provisions, as follows: (2) If, at the time of the alleged
26 violation, the person employs one or more employees, the civil penalty
27 is one hundred dollars (\$100) for each aggrieved employee per pay
28 period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.”

125. Labor Code § 200 defines wages as “all amounts for labor performed by employees of every
2 description, whether the amount is fixed or ascertained by the standard of time, task, piece,
3 commission basis or method of calculation.”

4 126. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
5 conditions that violate the Wage Orders.

6 127. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 16-2001 require Defendants to
7 authorize, permit, and/or make available timely and compliant meal to their employees. Cal. Lab. Code
8 §§ 226.7 and 512 and IWC Wage Order 16-2001 prohibit employers from employing an employee for
9 more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing
10 an employee more than ten (10) hours per day without providing the employee with a second meal
11 period of not less than thirty (30) minutes.

12 128. Cal. Lab. Code § 226.7 and IWC Wage Order 16-2001 require Defendants to pay
13 employees one additional hour of pay at their regular rate of compensation for each workday that a
14 timely, compliant meal or rest period is not provided.

15 129. Defendants’ policies and practices result in meal periods violations and Defendants’
16 failure to pay proper premium payments for non-compliant meal breaks.

17 130. Cal. Lab. Code §§ 226.7 and IWC Wage Order 16-2001 require Defendants to
18 authorize, permit, and/or make available timely and compliant rest periods to its employees. Cal. Lab.
19 Code §§ 226.7 and IWC Wage Order 16-2001 require that the employer authorize and permit
20 employees to take rest breaks of ten (10) minutes net rest time for every four (4) hours worked.

21 131. Defendants’ policies and practices result in meal periods violations and Defendants’
22 failure to pay proper premium payments for non-compliant rest breaks.

23 132. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any
24 employment are due and payable twice during each calendar month....”

25 133. IWC Wage Order 16-2001(2)(J) defines hours worked as “the time during which an
26 employee is subject to the control of an employer and includes all the time the employee is suffered
27 or permitted to work, whether or not required to do so.”

28

1 134. Defendants' policies and practices result in failure to pay all wages, including meal
2 and rest period premiums, timely under the timeframes set forth in § 204.

3 135. Labor Code § 226(a) provides:

4 "Every employer shall, semimonthly or at the time of each payment of
5 wages, furnish each of his or her employees, either as a detachable part
6 of the check, draft, or voucher paying the employee's wages, or
7 separately when wages are paid by personal check or cash, an accurate
8 itemized statement in writing showing (1) gross wages earned, (2) total
9 hours worked by the employee, except for any employee whose
10 compensation is solely based on a salary and who is exempt from
11 payment of overtime under subdivision (a) of Section 515 or any
12 applicable order of the Industrial Welfare Commission, (3) the number
13 of piece-rate units earned and any applicable piece rate if the employee
14 is paid on a piece-rate basis, (4) all deductions, provided that all
15 deductions made on written orders of the employee may be aggregated
16 and shown as one item, (5) net wages earned, (6) the inclusive dates of
17 the period for which the employee is paid, (7) the name of the employee
18 and his or her social security number, (8) the name and address of the
19 legal entity that is the employer, and (9) all applicable hourly rates in
20 effect during the pay period and the corresponding number of hours
21 worked at each hourly rate by the employee."

13 136. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

14 "An employee suffering injury as a result of a knowing and
15 intentional failure by an employer to comply with subdivision (a) is
16 entitled to recover the greater of all actual damages or fifty dollars
17 (\$50) for the initial pay period in which a violation occurs and one
18 hundred dollars (\$100) per employee for each violation in a
19 subsequent pay period, not to exceed an aggregate penalty of four
20 thousand dollars (\$4,000), and is entitled to an award of costs and
21 reasonable attorney's fees."

19 137. Labor Code § 226.3 provides:

20 "Any employer who violates subdivision (a) of Section 226 shall be
21 subject to a civil penalty in the amount of two hundred fifty dollars
22 (\$250) per employee per violation in an initial citation and one thousand
23 dollars (\$1,000) per employee for each violation in a subsequent
24 citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision
26 (a) of Section 226. The civil penalties provided for in this section are in
27 addition to any other penalty provided by law."

24 138. Cal. Lab. Code § 226 also requires employers to keep records required to be
25 maintained under §226(a) for at least three (3) years.

26 139. Cal. Lab. Code § 1174(d) provides, in relevant part:

27 [Employers shall] [k]eep, at a central location in the state or at the plants or
28 establishments at which employees are employed, payroll records showing the hours

1 worked daily by and the wages paid to, and the number of piece-rate units earned by
2 and any applicable piece rate paid to, employees employed at the respective plants or
3 establishments. These records shall be kept in accordance with rules established for this
4 purpose by the commission...

5 140. Cal. Lab. Code § 1174.5 provides, in relevant part:

6 Any person employing labor who willfully fails to maintain the records required by
7 subdivision (c) of Section 1174 or accurate and complete records required by
8 subdivision (d) of Section 1174, or to allow any member of the commission or
9 employees of the division to inspect records pursuant to subdivision (b) of Section
10 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

11 141. IWC Wage Order 16-2001, Section 6, provides, in relevant part:

12 (A) Every employer who has control over wages, hours, or working conditions shall
13 keep accurate information with respect to each employee, including the following:

14 (1) ... Time records showing when the employee begins and ends each work period....

15 (2) Total wages paid each payroll period...

16 (3) Total hours worked during the payroll period and applicable rates of pay...

17 (B) Every employer who has control over wages, hours, or working conditions shall
18 semimonthly or at the time of each payment of wages furnish each employee an
19 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
20 period for which the employee is paid; (3) the name of the employee or the employee's
21 social security number; and (4) the name of the employer, provided all deductions made
22 on written orders of the employee may be aggregated and shown as one item. (See
23 Labor Code Section 226.) This information shall be furnished either separately or as a
24 detachable part of the check, draft, or voucher paying the employee's wages....

25 142. Defendants' policies and practices result in failure to issue compliant itemized wage
26 statements containing all of the information required under § 226 and to maintain all records required
27 under §§ 226 and 1174.

28 143. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) and (f) and for each
failure by Defendants, as alleged above, to provide Plaintiff and Aggrieved Employees compliant meal
and rest breaks, and/or failing to pay required meal break premiums, timely pay wages, and an
accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts
established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established
by Cal. Lab. Code § 226(e)(1).

144. Pursuant to Labor Code § 2699.3(a) and (c), on October 24, 2024, Plaintiff provided
the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this
claim. On the same day, Plaintiff served Defendants' registered agent with a courtesy copy of the

1 notice via certified mail. At least sixty-five calendar days have passed without response from the
2 LWDA. As such, Plaintiff satisfied the administrative prerequisites to commence this civil action in
3 compliance with § 2699.3(a) and (c).

4 145. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and himself as set forth in Labor Code § 2699 (g)(1).

6 146. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
7 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award
8 of attorneys' fees and costs as set forth below.

9 147. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **PRAYER FOR RELIEF**

11 **WHEREFORE**, Plaintiff prays for relief as follows:

- 12 1. For the Court to declare, adjudge, and decree that Defendants have violated the
13 California Labor Code as alleged herein;
- 14 2. Damages and restitution according to proof and trial for all unpaid wages and other
15 injuries, as provided by the California Labor Code and California Business Professions
16 Code;
- 17 3. For an equitable accounting to identify, locate, and restore to all current and former
18 employees the wages they are due, with interest thereon;
- 19 4. For an order awarding Plaintiff and putative Class Members compensatory damages,
20 including lost wages, earnings, and other employee benefits, restitution, recovery of
21 all money, actual damages, and all other sums of money owed to Plaintiff and
22 putative Class Members, together with interest on these amounts, according to proof
- 23 5. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
24 penalties provided under the PAGA;
- 25 6. For an award of reasonable attorneys' fees as provided by the California Labor Code §
26 2699(g)(1); California Code Civil Procedure. § 1021.5; and/or any other applicable
27 law;
- 28 7. For all costs of suit, as provided in California Labor Code §2699(g)(1);

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- 8. For all interest as provided by applicable law; and,
- 9. For such other and further relief as this Court deems just and proper.

Date: February 18, 2026

Respectfully submitted,

/s/ Christina N. Mirzaie
Carolyn H. Cottrell
Ori Edelstein
Christina N. Mirzaie
SCHNEIDER WALLACE
COTTRELL KIM LLP

*Attorneys for Plaintiff, the putative class, and
on behalf of the State of California and
Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a
3 jury.

4 Respectfully Submitted,

5 Date: February 18, 2026

6 /s/ Christina N. Mirzaie
7 Carolyn H. Cottrell
8 Ori Edelstein
9 Christina N. Mirzaie
10 **SCHNEIDER WALLACE**
11 **COTTRELL KIM LLP**

12 *Attorneys for Plaintiff, on behalf of the State of*
13 *California and Aggrieved Employees*
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