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 Superior Court of California
 County of Alameda
 04/01/2026

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ALFONSO LOPEZ and SIMON ARIAS
 DIAZ, individually and on behalf of others
 similarly situated, and as an aggrieved
 employee and Private Attorney General,

Plaintiff,

vs.

DIAMOND GENERAL, INC., a California
 corporation; CRESCENCIO SANDOVAL,
 and DOES 2 through 50, inclusive,

Defendants.

Case No.: 24CV095568

**SECOND AMENDED CLASS ACTION
 AND REPRESENTATIVE ACTION
 COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.
- (10) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiffs ALFONSO LOPEZ and SIMON ARIAS DIAZ (“Plaintiffs”), individually and
2 on behalf of other members of the general public similarly situated, and as a private attorney
3 general, based upon facts that either have evidentiary support or are likely to have evidentiary
4 support after a reasonable opportunity for further investigation and discovery, allege as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiffs bring this Action against Defendants DIAMOND GENERAL, INC.,
7 CRESCENCIO SANDOVAL, and DOES 2 THROUGH 50 (hereinafter also collectively referred
8 to as “Defendants”) for California Labor Code violations, unfair business practices, and civil
9 penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide
10 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure
11 to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate
12 time and payroll records, and failure to provide potable water and handwashing materials.

13 2. Plaintiffs’ First through Ninth Causes of Action are brought as a class action on
14 behalf of themselves and similarly situated current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in
16 paragraph 14, below) pursuant to California Code of Civil Procedure section 382. The monetary
17 damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the
18 Superior Court and will be established according to proof at trial.

19 3. Plaintiffs’ Tenth Cause of Action is brought as a representative action on behalf
20 of themselves and certain other current and former employees of Defendants against whom one
21 or more of the alleged violations was committed (hereinafter collectively referred to as the
22 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiffs are
23 an aggrieved employee against whom one or more of the alleged violations occurred. The civil
24 penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and
25 will be established according to proof at trial.

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

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

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

11 **PARTIES**

12 7. Plaintiffs ALFONSO LOPEZ is an individual residing in the County of Alameda,
13 State of California.

14 8. Plaintiffs SIMON ARIAS DIAZ is an individual residing in the County of
15 Alameda, State of California.

16 9. Defendant DIAMOND GENERAL, INC. is, and at all times herein mentioned
17 was, a corporation organized and existing under the laws of the State of California and registered
18 to do business in the State of California.

19 10. Defendant CRESCENCIO SANDOVAL is an individual residing in the County
20 of Stanislaus, State of California.

21 11. Plaintiffs are ignorant of the identities of defendants Does 2 through 50, inclusive,
22 and therefore sues these defendants by such fictitious names. The Doe defendants may be
23 individuals, partnerships, or corporations. Plaintiffs are informed and believes, and thereon
24 alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary,
25 agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and
26 was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
27 authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend
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1 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
2 and believe and thereon allege that each of the fictitiously named Doe defendants is responsible
3 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged
4 were proximately caused by its conduct. DIAMOND GENERAL, INC., CRESCENCIO
5 SANDOVAL, and Doe Defendants 2 through 50 are collectively referred to herein as
6 "Defendants".

7 12. Defendants are, and at all times herein mentioned were, (a) conducting business
8 in the County of Alameda, State of California, and (b) the employer of Plaintiffs consistent with
9 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

10 13. Plaintiffs further allege that Defendants, directly or indirectly controlled or
11 affected the working conditions, wages, working hours, and conditions of employment of
12 Plaintiffs, the Class, and the Aggrieved Employees so as to make each of said Defendants
13 employers and employers jointly liable under the statutory provisions set forth herein.

14 **CLASS ACTION ALLEGATIONS**

15 14. Plaintiffs bring the First through Ninth Causes of Action as a class action on his
16 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
17 seeks class certification under Code of Civil Procedure section 382.

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

22 16. Plaintiffs reserve the right to establish other subclasses as appropriate.

23 17. The Class is ascertainable and there is a well-defined community of interest in the
24 litigation:

- 25 a. Numerosity: The Class Members are so numerous that joinder of all Class
26 Members is impracticable. The membership of the entire Class is unknown to
27 Plaintiffs at this time; however, the Class is estimated to be over fifty (50)
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1 individuals and the identity of such membership is readily ascertainable by
2 inspection of Defendants' employment records.

3 b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated
4 herein. Plaintiffs will fairly and adequately protect the interests of the other Class
5 Members with whom he has a well-defined community of interest.

6 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class
7 Member, with whom he has a well-defined community of interest and typicality
8 of claims, as demonstrated herein. Plaintiffs has no interest that is antagonistic to
9 the other Class Members. Plaintiffs' attorneys, the proposed class counsel, are
10 versed in the rules governing class action discovery, certification, and settlement.
11 Plaintiffs has incurred, and during the pendency of this Action will continue to
12 incur, costs and attorneys' fees, that have been, are, and will be necessarily
13 expended for the prosecution of this action for the substantial benefit of each Class
14 Member.

15 d. Superiority: A class action is superior to other available methods for the fair and
16 efficient adjudication of this litigation because individual joinder of all Class
17 Members is impractical.

18 e. Public Policy Considerations: Certification of this lawsuit as a class action will
19 advance public policy objectives. Employers of this great state violate
20 employment and labor laws every day. Current employees are often afraid to
21 assert their rights out of fear of direct or indirect retaliation. However, class
22 actions provide the Class Members who are not named in the complaint
23 anonymity that allows for the vindication of their rights.

24 18. There are common questions of law and fact as to the Class that predominate over
25 questions affecting only individual members. The following common questions of law or fact,
26 among others, exist as to the members of the Class:

27 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
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1 accordance with the California Labor Code was willful;

2 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs
3 and the other Class Members for all hours worked, and missed, short, late, or
4 interrupted meal periods and rest breaks in violation of California law;

5 c. Whether Defendants required Plaintiffs and the other Class Members to work
6 more than eight (8) hours per day and/or more than forty (40) hours per week and
7 failed to pay the legally required overtime compensation to Plaintiffs and the other
8 Class Members;

9 d. Whether Defendants deprived Plaintiffs and the other Class Members of meal
10 and/or rest periods or required Plaintiffs and the other Class Members to work
11 during meal and/or rest periods without compensation;

12 e. Whether Defendants failed to pay meal period premium wages to Class Members
13 when they were not provided with a legally compliant meal period;

14 f. Whether Defendants failed to pay rest period premium wages to Class Members
15 when they were not authorized and permitted to take legally compliant rest
16 periods;

17 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other
18 Class Members for all hours worked;

19 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
20 required minimum wage pursuant to California law;

21 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper
22 overtime compensation pursuant to California law;

23 j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
24 Members within the time required upon their discharge or resignation from
25 employment;

26 k. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
27 Class Members during their employment;
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- 1 1. Whether Defendants failed to reimburse Plaintiff and the other Class Members
2 for all necessary business-related expenses and costs in violation of California
3 Labor Code section 2802;
- 4 m. Whether Defendants complied with wage reporting as required by the California
5 Labor Code, including section 226;
- 6 n. Whether Defendants' conduct was with malice, fraud, or oppression;
- 7 o. Whether Defendants' conduct was willful or reckless;
- 8 p. Whether Defendants engaged in unfair business practices in violation of
9 California Business & Professions Code section 17200, *et seq.* based on their
10 improper withholding of compensation and deduction of wages;
- 11 q. The appropriate amount of damages, restitution, and/or monetary penalties
12 resulting from Defendants' violation of California law; and
- 13 r. Whether Plaintiffs and the other Class Members are entitled to compensatory
14 damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 19. Defendants are a construction company specializing in stucco and drywall
17 installation.

18 20. Defendants employed Plaintiff LOPEZ to work as a General Laborer from
19 approximately June 2024 to approximately September 3, 2024. Defendants employed Plaintiff
20 DIAZ to work as a Driver and Laborer from approximately 2001, to July 2025.

21 21. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class,
22 and the Aggrieved Employees as hourly-paid or non-exempt employees.

23 22. Throughout the time period involved in this case, Defendants had the authority to
24 hire and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly
25 control work rules, working conditions, wages, working hours, and conditions of employment of
26 Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
27 Plaintiffs, the Class, and the Aggrieved Employees.

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

3 24. Plaintiffs is informed and believes, and thereon alleges that Defendants engaged
4 in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
5 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
6 Plaintiffs, the Class, and the Aggrieved Employees to work off-the-clock without compensation,
7 thereby failing to pay them for all hours worked, including minimum and overtime wages.
8 Defendants also implemented time rounding practices that resulted in the systematic
9 underpayment of wages to Plaintiffs, the Class, and the Aggrieved Employees, including
10 minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiffs,
11 the Class, and the Aggrieved Employees from accurately recording the actual time worked,
12 resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed.
13 In addition, Defendants routinely failed to permit Plaintiffs, the Class, and the Aggrieved
14 Employees to take timely and duty-free meal periods and rest periods in violation of California
15 law. Defendants also failed to provide potable water and handwashing materials.

16 25. Throughout the time period involved in this case, Defendants have implemented
17 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees
18 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class,
19 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
20 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods,
21 regularly failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable
22 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class,
23 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
24 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
25 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
26 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiffs,
27 the Class, and the Aggrieved Employees.
28

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

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

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

27 29. Throughout the time period involved in this case, Defendants did not adequately
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1 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under
2 California law. Moreover, Defendants systematically disregarded their own written policies
3 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
4 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
5 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
6 duty-free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees
7 to work through their rest periods.

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

18 31. Throughout the time period involved in this case, Defendants regularly required
19 Plaintiffs, the Class, and the Aggrieved Employees to perform work off-the-clock. Although
20 Defendants prohibited overtime, Defendants still regularly required that Plaintiffs, the Class, and
21 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class,
22 and the Aggrieved Employees were regularly required to perform work off-the-clock for which
23 they were not compensated.

24 32. Throughout the time period involved in this case, Defendants employed a time
25 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
26 ensuring that Plaintiffs, the Class, and the Aggrieved Employees were oftentimes not paid for all
27 time worked.

1 33. Throughout the time period involved in this case, Defendants implemented
2 policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately
3 recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the
4 Aggrieved Employees all wages owed.

5 34. Throughout the time period involved in this case, Plaintiffs, the Class, and the
6 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
7 week.

8 35. Throughout the time period involved in this case, Defendants regularly failed to
9 pay all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when
10 they worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single
11 work week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a
12 single work week. Defendants knew or should have known that Plaintiffs, the Class, and the
13 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
14 they were not receiving wages for overtime compensation.

15 36. Throughout the time period involved in this case, Defendants failed to pay
16 overtime to Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked
17 based on regular rates of pay correctly calculated to include all applicable remuneration.

18 37. Throughout the time period involved in this case, Defendants regularly failed to
19 pay Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours
20 worked. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
21 Employees were entitled to receive at least minimum wages for all hours worked and that they
22 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
23 minimum wages included, *inter alia*, failing to pay Plaintiffs, the Class, and the Aggrieved
24 Employees at the required minimum wage pursuant to California law, requiring Plaintiffs, the
25 Class, and the Aggrieved Employees to perform work off-the-clock, and implementing time
26 rounding policies that resulted in the systematic underpayment of wages to Plaintiffs, the Class,
27 and the Aggrieved Employees.

1 38. Throughout the time period involved in this case, Defendants regularly failed to
2 pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge
3 or resignation. Defendants knew or should have known that Plaintiffs, the Class, and the
4 Aggrieved Employees were entitled to receive all wages owed to them upon termination within
5 the time permissible under California Labor Code section 202. Plaintiffs, the Class, and the
6 Aggrieved Employees did not receive payment of all final wages owed to them upon discharge
7 or resignation, including overtime compensation and minimum wages within any time
8 permissible under California Labor Code section 202.

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

16 40. Throughout the time period involved in this case, Defendants failed to reimburse
17 Plaintiffs and the Class for all necessary business-related expenses, including but not limited to
18 personal cell phone for work-related communications and tools and equipment, such as hammers,
19 tape, and tweezers. Defendants knew or should have known that Defendants were required to
20 reimburse Plaintiffs and the Class for all necessary business-related expenses and costs, but, in
21 fact, failed to do so in violation of California law.

22 41. Throughout the time period involved in this case, Defendants regularly failed to
23 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved
24 Employees. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
25 Employees were entitled to receive complete and accurate wage statements in accordance with
26 California law, but, in fact, they did not receive complete and accurate wage statements from
27 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
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1 worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates,
2 net wages earned, all applicable hourly rates, number of piece-rate units paid and any applicable
3 piece rate, and the name and address of the legal entity of the employer.

4 42. Throughout the time period involved in this case, Defendants regularly failed to
5 keep complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
6 Defendants knew or should have known that Defendants were required to keep complete and
7 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance
8 with California law, but, in fact, did not keep complete and accurate payroll records.

9 43. Throughout the time period involved in this case, Defendants regularly failed to
10 maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work
11 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

12 44. Throughout the time period involved in this case, Plaintiffs and other Aggrieved
13 Employees with an adequate supply of potable water, soap or other suitable cleansing agent, and
14 single use towels for handwashing.

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

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

24 **FIRST CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 47. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
28

every allegation set forth above.

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

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

50. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

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

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

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other Class Members.

54. Defendants’ failure to pay Plaintiffs and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class

Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against All Defendants)

56. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

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

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

60. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (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.

61. During the relevant time period, Plaintiffs and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their

1 legally mandated meal periods by mutual consent, were required to work for periods longer than
2 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

3 62. During the relevant time period, Plaintiffs and the other Class Members who were
4 scheduled to work for a period of time in excess of ten (10) hours were required to work for
5 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
6 thirty (30) minutes.

7 63. During the relevant time period, Defendants intentionally and willfully required
8 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that
9 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class
10 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

11 64. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 Class Members the full meal period premiums due pursuant to California Labor Code section
13 226.7.

14 65. Defendants' conduct violates the applicable IWC Wage Order and California
15 Labor Code sections 226.7 and 512(a).

16 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
18 additional hour of pay at the employee's regular rate of compensation for each workday that the
19 meal period was not provided.

20 **THIRD CAUSE OF ACTION**

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

22 **(Against All Defendants)**

23 67. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
24 every allegation set forth above.

25 68. At all times herein set forth, the applicable IWC Wage Order and California Labor
26 Code section 226.7 were applicable to Plaintiffs' and the other Class Members' employment by
27 Defendants.
28

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

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

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

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

73. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and other Class Members from taking uninterrupted rest periods.

74. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

75. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employees’ regular hourly rate of compensation for each workday that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

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

9 78. During the relevant time period, Defendants regularly failed to pay minimum wage
10 to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections
11 1194, 1197, and 1197.1.

12 79. Defendants' failure to pay Plaintiffs and the other Class Members the minimum
13 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
14 those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance
15 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
16 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

17 80. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
18 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

23 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
24 every allegation set forth above.

25 82. At all relevant times herein set forth, California Labor Code sections 201 and 202
26 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and if an employee quits his or her employment, his
28

1 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
2 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
3 the employee is entitled to his or her wages at the time of quitting.

4 83. During the relevant time period, the employment of Plaintiffs and many other
5 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
6 intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer
7 employed by Defendants all of their wages, earned and unpaid, including but not limited to
8 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
9 leaving Defendants' employ.

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

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

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

20 **SIXTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

23 87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
24 every allegation set forth above.

25 88. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
27 calendar month, other than those wages due upon termination of an employee, are due and payable
28

1 between the 16th and 26th day of the month during which the labor was performed.

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

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

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

12 92. Plaintiffs and other Class Members are entitled to recover all available remedies
13 for Defendants' violations of California Labor Code section 204, including statutory penalties
14 pursuant to Labor Code section 210(b).

15 **SEVENTH CAUSE OF ACTION**

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

17 **(Against All Defendants)**

18 93. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
19 every allegation set forth above.

20 94. At all material times set forth herein, California Labor Code section 226(a)
21 provides that every employer shall furnish each of his or her employees an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
23 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
24 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
26 of the period for which the employee is paid, (7) the name of the employee and his or her social
27 security number, (8) the name and address of the legal entity that is the employer, and (9) all
28

1 applicable hourly rates in effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee. The deductions made from payments of wages shall
3 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
4 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
5 least three years at the place of employment or at a central location within the State of California.

6 95. Defendants have intentionally and willfully failed to provide Plaintiffs and the
7 Class with complete and accurate wage statements. The deficiencies include, but are not limited
8 to, the failure list the total number of hours worked, the actual gross wages earned, the correct
9 rates of pay, the inclusive pay period dates, net wages earned, all applicable hourly rates, number
10 of piece-rate units paid and any applicable piece rate, and the name and address of the legal entity
11 of the employer.

12 96. Because of Defendants' violation of California Labor Code section 226(a),
13 Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

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

18 98. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
19 actual damages caused by Defendants' failure to comply with California Labor Code section
20 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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

23 **EIGHTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 100. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.
28

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

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

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

NINTH CAUSE OF ACTION

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

(Against All Defendants)

104. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

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

107. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies

1 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
2 paying them proper compensation violate California Labor Code sections 510 and 1198.
3 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and
4 the Class, to work through their meal and rest periods without paying them proper compensation
5 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
6 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
7 sections 201, 202, 203, and 204.

8 108. Defendants also violated California Labor Code sections 221, 226(a), 510,
9 1174(d), 1194, 1197, and 1197.1.

10 109. As a result of the herein described violations of California law, Defendants
11 unlawfully gained an unfair advantage over other businesses.

12 110. Plaintiffs and the Class have been personally injured by Defendants' unlawful
13 business acts and practices as alleged herein, including but not necessarily limited to the loss of
14 money and/or property.

15 111. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
16 Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this Complaint; an
18 award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other
19 applicable laws; and an award of costs.

20 **TENTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 2699, Et Seq.)**

22 **(Against All Defendants)**

23 112. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
24 every allegation set forth above.

25 113. Plaintiffs brings his ninth cause of action as a representative action on behalf of
26 himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
27 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
28

1 (“PAGA”).

2 114. PAGA specifically provides for a private right of action to recover civil penalties
3 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
4 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
5 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
6 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
7 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
8 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
9 2699(a).

10 115. Plaintiffs was employed by Defendants and the Labor Code violations alleged
11 above were committed against him during his time of employment. Plaintiffs is therefore, an
12 “aggrieved employee” under PAGA.

13 116. As set forth in detail above, during all times relevant to this Action, Defendants
14 have routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor
15 Codes by:

- 16 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
17 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 18 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
19 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 20 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
21 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an
22 additional hour of premium pay for meal period violations in violation of Labor
23 Code §§ 226.7 and 512.
- 24 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to
25 take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved
26 Employees an additional hour of premium pay for rest period violations in
27 violation of Labor Code §§ 226.7 and 512.

- e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to provide potable water and handwashing materials to Plaintiffs and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.

117. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11160, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

118. Plaintiffs have exhausted his administrative remedies pursuant to Labor Code § 2699.3. On October 11, 2024, Plaintiffs, through their counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiffs' intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the

1 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-
2 five (65) days have elapsed since the mailing of Plaintiffs' notice, and the LWDA has not
3 indicated that it intends to investigate the violations discussed in the notice. Accordingly,
4 Plaintiffs may commence a civil action to recover penalties for himself and other Aggrieved
5 Employees pursuant to Labor Code § 2699.3.

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

10 120. Plaintiffs may amend this complaint as a matter of right pursuant to California
11 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
12 specified in Labor Code § 2699.3.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
15 public similarly situated, and as a private attorney general, prays for relief and judgment against
16 Defendants, jointly and severally, as follows:

17 **Class Certification**

- 18 1. That this Action be certified as a class action;
19 2. That Plaintiffs be appointed as the representatives of the Class;
20 3. That counsel for Plaintiffs be appointed as Class Counsel; and
21 4. That Defendants provide to Class Counsel immediately the names and most
22 current/last known contact information (address, e-mail, and telephone numbers) of all Class
23 Members.

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

- 25 5. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
27 all overtime wages due to Plaintiffs and other Class Members;
28

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

provided;

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 32. For statutory wage penalties pursuant to California Labor Code section 203 for
3 Plaintiffs and other Class Members who have left Defendants' employ;

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

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

7 **As to the Sixth Cause of Action**

8 35. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
10 California Labor Code section 204 to Plaintiffs and the Class;

11 36. For statutory penalties pursuant to California Labor Code section 210; and

12 37. For such other and further relief as the Court deems just and proper.

13 **As to the Seventh Cause of Action**

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

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

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

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

21 **As to the Eighth Cause of Action**

22 42. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
24 all necessary business-related expenses as required by California Labor Code sections 2800 and
25 2802;

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

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

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

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

3 **As to the Ninth Cause of Action**

4 47. That the Court declare, adjudge, and decree that Defendants violated California
5 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the
6 Class all overtime compensation due to them, failing to provide all meal and rest periods to
7 Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing
8 to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code
9 section 201, 202, and 204 and by violating California Labor Code sections 226(a) and 1174(d);

10 48. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment
11 interest from the day such amounts were due and payable;

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

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

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

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

21 **As to the Tenth Cause of Action**

22 53. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
23 Code;

24 54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
25 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
26 Code and/or other applicable statutes; and

27 //

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

Dated: March 11, 2026

PROTECTION LAW GROUP, LLP

By:


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DIAZ