

Thiago M. Coelho, SBN 324715
thiago.coelho@wilshirelawfirm.com
 Chumahan B. Bowen, SBN 268136
chumahan.bowen@wilshirelawfirm.com
 Jesenia A. Martinez, SBN 316969
jesenia.martinez@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JARED HIPSHER, individually, on behalf of all
 others similarly situated, and on behalf of the
 State of California and other aggrieved
 employees,

Plaintiff,

v.

HAVAS FORMULA, LLC, a California limited
 liability company; and DOES 1 through 10,
 inclusive,

Defendants.

Case No. 24STCV31485
 Related Case No. 25TRCV03967

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2698, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff Jared Hipsher (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

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

25 4. Despite these requirements, throughout the statutory period, Defendants
26 maintained a systematic, company-wide policy and practice of:

- 27 (a) Failing to pay employees for all hours worked, including all minimum, straight time,
28 and overtime wages in compliance with the California Labor Code and IWC Wage

1 Orders;

- 2 (b) Failing to provide employees with timely and duty-free meal periods in compliance with
3 the California Labor Code and IWC Wage Orders, failing to maintain accurate
4 records of all meal periods taken or missed, and failing to pay an additional hour's
5 pay for each workday a meal period violation occurred;
- 6 (c) Failing to authorize and permit employees to take timely and duty-free rest periods in
7 compliance with the California Labor Code and IWC Wage Orders, and failing to
8 pay an additional hour's pay for each workday a rest period violation occurred;
- 9 (d) Willfully failing to pay employees all minimum, straight time, overtime, meal period
10 premium, and rest period premium wages due within the time specified by
11 California law upon termination of employment;
- 12 (e) Failing to provide employees with accurate, itemized wage statements containing all the
13 information required by the California Labor Code and IWC Wage Orders; and
- 14 (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties
15 of employment.

16 5. On information and belief, Defendants, and each of them were on actual and
17 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
18 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
19 willful and deliberate.

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

25 **THE PARTIES**

26 **A. Plaintiff**

27 7. Plaintiff Jared Hipsher is a resident of California, who worked for Defendant in
28 810 Parkview Dr N, El Segundo, CA 90245, as an hourly-paid, non-exempt employee from

approximately July 2022 to approximately November 2024.

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

B. Defendant

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant HAVAS FORMULA, LLC is, and at all times herein mentioned, was:

(a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; San Diego County and,

(b) The former employer of Plaintiff and the current and/or former employer of the putative Class because Defendant HAVAS FORMULA, LLC suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

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

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

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,

1 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
2 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
3 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
4 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
5 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
6 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
7 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
8 abetted the conduct of all other Defendants.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 13. Plaintiff worked for Defendants in 810 Parkview Dr N, El Segundo, CA 90245 as
11 an hourly-paid, non-exempt employee from approximately April 2024 to November 2024. During
12 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
13 them as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
14 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight
15 hours in a workday and/or more than forty (40) hours in a workweek.

16 14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
17 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
18 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
19 pay all final wages to Plaintiff when Defendants terminated their employment, failed to furnish
20 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As
21 discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

22 15. Throughout the statutory period, Defendants maintained a policy and practice of
23 not paying Plaintiff and the Class for all hours worked, including minimum, straight time, and
24 overtime wages. Defendants required Plaintiff and the Class to work "off-the-clock,"
25 uncompensated, by, for example, requiring Plaintiff and the Class to perform work prior to
26 clocking in for the workday, during unpaid meal periods, and after clocking out for the workday.
27 Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours
28 worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Class

1 worked.

2 16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
3 and the Class with legally compliant meal periods. Defendants regularly, but not always, required
4 Plaintiff and the Class to work more than five consecutive hours a day without providing a 30-
5 minute, uninterrupted, and duty-free meal period for every five hours of work, or without
6 compensating Plaintiff and the Class for meal periods that were not provided by the end of the fifth
7 or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Class
8 by requiring, pressuring, or encouraging them to perform work tasks that could not be completed
9 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Class
10 permission to take a meal period. Accordingly, Defendants' policy and practice was to not provide
11 meal periods to Plaintiff and the Class in compliance with California law.

12 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
13 and permit Plaintiff and the Class to take legally compliant rest periods. Defendants regularly
14 required Plaintiff and the Class to work more than four consecutive hours a day without Defendants
15 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every
16 four hours of work (or major fraction of four hours), or without compensating Plaintiff and the
17 Class for rest periods that were not authorized or permitted. Instead, Defendants continued to assert
18 control over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work
19 tasks which could not be completed without working in lieu of taking mandatory rest periods, or
20 by denying Plaintiff and the Class permission to take a rest period. Accordingly, Defendants'
21 policy and practice was to disallow Plaintiff and the Class to take rest periods required under
22 California law.

23 18. Throughout the statutory period, Defendants willfully failed and refused to timely
24 pay Plaintiff and the Class all final wages due at their termination of employment. In addition,
25 Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight
26 time wages, overtime wages, meal period premium wages, and rest period premium wages owed
27 by Defendants at the conclusion of their employment. On information and belief, Defendants'
28 failure to timely pay Plaintiff's final wages when their employment terminated was not a single,

1 isolated incident, but was instead consistent with Defendants' policy and practice that applied to
2 Plaintiff and the Class.

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

10 (a) the violations led them to incorrectly believe that they were not entitled to be paid
11 minimum, straight time, overtime, meal period premium, and rest period premium
12 wages;

13 (b) the violations led them to incorrectly believe that they had been paid the minimum,
14 straight time, overtime, meal period premium, and rest period premium wages;

15 (c) the violations led them to incorrectly believe they were not entitled to be paid minimum,
16 straight time, overtime, meal period premium, and rest period premium wages at the
17 correct California rate;

18 (d) the violations led them to incorrectly believe they had been paid minimum, straight
19 time, overtime, meal period premium, and rest period premium wages at the correct
20 California rate;

21 (e) the violations hindered them from determining the amounts of minimum, straight time,
22 overtime, meal period premium, and rest period premium wages owed to them;

23 (f) in connection with their employment before and during this action, and in connection
24 with prosecuting this action, the violations caused them to have to perform
25 mathematical computations to determine the amounts of wages owed to them,
26 computations they would not have to make if the wage statements contained the
27 required accurate information;

28 (g) by understating the wages truly due to them, the violations caused them to lose

entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

20. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Class regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire.

21. Plaintiff and the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class for these employment-related expenses.

CLASS ACTION ALLEGATIONS

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

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

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

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

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

27. There is a well-defined community of interest in the litigation and the Class is

1 readily ascertainable:

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

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

11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests
12 of each Class Member with whom there is a shared, well- defined community of
13 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts
14 with or interests antagonistic to any Class Member. Plaintiff's attorneys, the
15 proposed class counsel, are versed in the rules governing class action discovery,
16 certification, and settlement. Plaintiff has incurred, and throughout the duration of
17 this action, will continue to incur costs and attorneys' fees that have been, are, and
18 will be necessarily expended for the prosecution of this action for the substantial
19 benefit of each class member.

20 (d) Superiority: A class action is superior to other available methods for the fair and
21 efficient adjudication of the controversy, including consideration of: 1) The interests
22 of the members of the Class in individually controlling the prosecution or defense
23 of separate actions; 2) The extent and nature of any litigation concerning the
24 controversy already commenced by or against members of the Class; 3) The
25 desirability or undesirability of concentrating the litigation of the claims in the
26 particular forum; and, 4) The difficulties likely to be encountered in the management
27 of a class action.

28 (e) Public Policy Considerations: The public policy of the State of California is to resolve

1 the California Labor Code claims of many employees through a class action. Indeed,
2 current employees are often afraid to assert their rights out of fear of direct or
3 indirect retaliation. Former employees are also fearful of bringing actions because
4 they believe their former employers might damage their future endeavors through
5 negative references and/or other means. Class actions provide the class members
6 who are not named in the complaint with a type of anonymity that allows for the
7 vindication of their rights while their privacy is protected.

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

- 11 (a) Failed to pay Class Members for all hours worked, including minimum, straight time,
12 and overtime wages;
- 13 (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- 14 (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class
15 Members;
- 16 (d) Failed to provide Class Members with timely final wages;
- 17 (e) Failed to provide Class Members with accurate wage statements;
- 18 (f) Failed to indemnify Class Members for expenditures; and,
- 19 (g) Violated California Business & Professions Code §§ 17200 et. seq. because of their
20 illegal conduct as described above.

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

- 23 (a) The questions of law and fact common to the Class predominate over any question
24 affecting only individual members;
- 25 (b) A class action is superior to any other available method for the fair and efficient
26 adjudication of the claims of the members of the Class;
- 27 (c) The members of the Class are so numerous that it is impractical to bring all members of
28 the class before the Court;

- 1 (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and
2 economic legal redress unless the action is maintained as a class action;
- 3 (e) There is a community of interest in obtaining appropriate legal and equitable relief for
4 the statutory violations, and in obtaining adequate compensation for the damages
5 and injuries for which Defendants are responsible in an amount sufficient to
6 adequately compensate the members of the Class for the injuries sustained;
- 7 (f) Without class certification, the prosecution of separate actions by individual members
8 of the class would create a risk of: 1) Inconsistent or varying adjudications with
9 respect to individual members of the Class which would establish incompatible
10 standards of conduct for Defendants; and/or, 2) Adjudications with respect to the
11 individual members which would, as a practical matter, be dispositive of the
12 interests of other members not parties to the adjudications, or would substantially
13 impair or impede their ability to protect their interests, including but not limited to
14 the potential for exhausting the funds available from those parties who are, or may
15 be, responsible Defendants; and,
- 16 (g) Defendants have acted or refused to act on grounds generally applicable to the Class,
17 thereby making final injunctive relief appropriate with respect to the class as a
18 whole.

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

26
27
28

1 **FIRST CAUSE OF ACTION**

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

4 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 30 in this Complaint.

6 32. “Hours worked” is the time during which an employee is subject to the control of
7 an employer and includes all the time the employee is suffered or permitted to work, whether
8 required to do so.

9 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to
10 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
11 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
12 of California Labor Code § 1194, and any additional applicable Wage Orders, which require such
13 compensation to non-exempt employees.

14 34. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
15 time wages for all non-overtime hours worked for Defendants.

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

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

22 37. By failing to keep adequate time records required by California Labor Code §
23 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
24 compensation due Plaintiff and the Class.

25 38. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
26 recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

27 39. California Labor Code § 204 requires employers to provide employees with all
28 wages due and payable twice a month. Throughout the applicable statute of limitations period,

1 Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including
2 minimum and straight time wages. However, during all such times, Defendants systematically
3 failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages
4 twice a month.

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

8 **SECOND CAUSE OF ACTION**

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

10 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 40 in this Complaint.

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

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

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

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

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

1 according to proof at trial.

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

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

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

14 **THIRD CAUSE OF ACTION**

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

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

18 51. Under California law, Defendants have an affirmative obligation to relieve the
19 Plaintiff and the Class of all duty to allow first daily meal periods no later than the start of
20 Plaintiff's and each of the Class Member's sixth hour of work in a workday, and to take second
21 meal periods no later than the start of the eleventh hour of work in the workday. California Labor
22 Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid
23 meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
24 California Labor Code § 226.7 for an employer to require any employee to work during any meal
25 period mandated under any Wage Order.

26 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
27 and the Class with both meal periods as required by California law. By their failure to permit and
28 authorize Plaintiff and the Class to take all meal periods as alleged above (or because Defendants

made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

53. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal periods, plus interest.

FOURTH CAUSE OF ACTION

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

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 53 in this Complaint.

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

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

57. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest breaks, plus interest.

1 **FIFTH CAUSE OF ACTION**

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

4 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 57 in this Complaint.

6 59. California Labor Code §§ 201 and 202 provide that if an employer discharges an
7 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
8 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
9 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
10 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
11 is entitled to his or her wages at the time of quitting.

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

18 61. Defendants' failure to pay those Class Members who are no longer employed by
19 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
20 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
21 202.

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

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

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

SIXTH CAUSE OF ACTION

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

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 64 in this Complaint.

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

67. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

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

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

1 statements under California Labor Code § 226(a).

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

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

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

13 SEVENTH CAUSE OF ACTION

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

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

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

4 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 77 in this Complaint.

6 79. Defendants, and each of them, are “persons” as defined under California Business
7 & Professions Code § 17201.

8 80. Defendants’ conduct has been, and continues to be, unfair, unlawful, and harmful
9 to Plaintiff, other Class Members, and to the general public. Plaintiff seeks to enforce important
10 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

11 81. Defendants’ activities are violations of California law and constitute unlawful
12 business acts and practices in violation of California Business & Professions Code §§ 17200, *et*
13 *seq.*

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

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

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

24 **Failure to Pay Overtime Wages**

25 84. Defendants’ failure to pay overtime compensation and other benefits in violation
26 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
27 prohibited by California Business & Professions Code §§ 17200, *et seq.*
28

1 **Failure to Provide Meal Periods**

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

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

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

9 **Failure to Indemnify Business Expenses**

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

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

17 89. Plaintiff and the Class Members suffered monetary injury as a direct result of
18 Defendants' wrongful conduct.

19 90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
20 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
21 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
22 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
23 the Class are not obligated to establish individual knowledge of the wrongful practices of
24 Defendants to recover restitution.

25 91. Plaintiff, individually, and on behalf of members of the putative Class, is further
26 entitled to, and does, seek a declaration that the above-described business practices are unfair,
27 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
28 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices

1 in the future.

2 92. Plaintiff, individually, and on behalf of members of the putative Class, has no
3 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
4 suffered because of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
5 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
6 individually, and on behalf of members of the putative Class, has suffered and will continue to
7 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
8 engage in said unfair, unlawful and/or fraudulent business practices.

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

12 94. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
13 and putative Class Members are entitled to restitution of the wages withheld and retained by
14 Defendants during a period that commences four years prior to the filing of this complaint; a
15 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
16 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
17 other applicable laws; and an award of costs.

18 **NINTH CAUSE OF ACTION**

19 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of** 20 **2004, Cal. Lab. Code § 2698, *et seq.*)**

21 95. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
22 though fully set forth herein.

23 96. Plaintiff is an aggrieved employee within the meaning of PAGA and brings this
24 representative claim on behalf of the State of California and all current and former hourly-paid or
25 non-exempt employees who worked for Defendants in California during the applicable statutory
26 period (the "Aggrieved Employees").

27 97. In addition to the Labor Code violations alleged above, Defendants failed to pay
28 Plaintiff and the Aggrieved Employees all earned wages twice per month and failed to maintain

1 accurate and complete records of hours worked and meal periods, including in violation of
2 California Labor Code §§ 204, 1174(d), and 1174.5.

3 98. California Labor Code § 2699(a) provides for a private right of action to recover
4 civil penalties for violations of the Labor Code through a civil action brought by an aggrieved
5 employee on behalf of the State of California and other current or former employees pursuant to
6 the procedures specified in Labor Code § 2699.3.

7 99. Plaintiff exhausted his administrative remedies pursuant to California Labor Code
8 § 2699.3. On November 27, 2024, Plaintiff gave written notice by online filing to the Labor and
9 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
10 provisions of the Labor Code allegedly violated, together with the facts and theories supporting
11 those violations. Plaintiff also paid the applicable filing fee on November 27, 2024. Plaintiff’s
12 PAGA case number is LWDA-CM-1064095-24.

13 100. The statute of limitations is tolled while a plaintiff exhausts the administrative
14 remedies required by California Labor Code § 2699.3.

15 101. More than sixty-five (65) days elapsed after Plaintiff provided the required notice
16 without the LWDA indicating an intent to investigate the alleged violations. Plaintiff may therefore
17 recover civil penalties under PAGA for the Labor Code violations described in this Complaint,
18 including penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2), in
19 an amount according to proof.

20 102. Plaintiff also seeks reasonable attorneys’ fees and costs pursuant to California
21 Labor Code § 2699(g)(1).

22 **PRAYER FOR RELIEF**

23 Plaintiff, individually, on behalf of all others similarly situated with respect to the class
24 claims, and on behalf of the State of California and all Aggrieved Employees with respect to the
25 PAGA claim, prays for relief and judgment against Defendants, jointly and severally, as follows:

26 **Class Certification**

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

2. That Plaintiff be appointed as the representative of the Class; and,

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

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

5. For unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

17. For pre-judgment interest on any unpaid compensation commencing from the date

1 such amounts were due;

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

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

5 **As to the Fourth Cause of Action**

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

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

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

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

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

14 **As to the Fifth Cause of Action**

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

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

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

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

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

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

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

28 31. For all actual damages, according to proof;

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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

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

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

2 47. That the Court declare, adjudge, and decree that Defendants violated the
3 California Labor Code as alleged in this Complaint;

4 48. For an award of civil penalties on behalf of the State of California and all
5 Aggrieved Employees pursuant to PAGA;

6 49. For pre-judgment and post-judgment interest at the maximum rate allowed;

7 50. For reasonable attorneys' fees and costs pursuant to California Labor Code §
8 2699(g)(1);

9 51. For injunctive and declaratory relief to the extent permitted by PAGA; and,

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

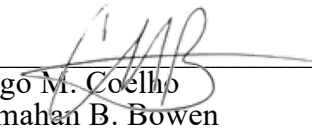
11 **As to All Causes of Action**

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

13
14 Respectfully submitted,

15 Dated: August 25, 2026

16 **WILSHIRE LAW FIRM**

17 By: 

Thiago M. Coelho

Chumahan B. Bowen

Jesenia A. Martinez

18
19 *Attorneys for Plaintiff*

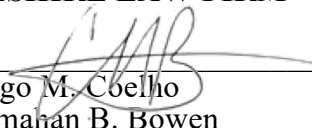
DEMAND FOR JURY TRIAL

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

Respectfully submitted,

Dated: August 25, 2026

WILSHIRE LAW FIRM

By: 

Thiago M. Coelho

Chumahan B. Bowen

Jesenia A. Martinez

Attorneys for Plaintiff