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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

NICHOLAS WHITE, JESUS BENITEZ, and
SAUL RODRIGUEZ, on behalf of themselves
and others similarly situated, and the State of
California under the Private Attorneys
General Act,

Plaintiffs,

vs.

LES SCHWAB TIRE CENTERS OF
CALIFORNIA, LLC, a California limited
liability company; LES SCHWAB TIRE
CENTERS OF CENTRAL
CALIFORNIA, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV-0206508

REPRESENTATIVE ACTION

Assigned for All Purposes To:
Hon. B.L. Boeckman, Dept.: 64

**SECOND AMENDED COMPLAINT FOR
REPRESENTATIVE ACTION FOR
PENALTIES UNDER PRIVATE
ATTORNEYS GENERAL ACT, LABOR
CODE § 2698 et seq. FOR:**

1. Failure to Pay Minimum Wages and All Hours Worked Under §§ 1194, 1197, 1198, IWC Wage Order;
2. Failure to Pay Wages and Overtime Under Labor Code §§ 510, 1194, 1198, IWC Wage Order;
3. Meal-Period Liability Under Labor Code §§ 226.7, 512, 1198;
4. Rest-Break Liability Under Labor Code §§ 226.7, 516, 1198;
5. Failure to Pay Vacation Wages;
6. Failure to Pay Sick Leave Under Labor Code §§ 245 et seq. and 246 through 248.7;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Maintain Accurate Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code §§ 201-204, 204b, 210 and 256; and
11. Unlawful Employment Conditions Under Labor Code § 432.5

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11 SAUL RODRIGUEZ
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Plaintiffs NICHOLAS WHITE, JESUS BENITEZ, and SAUL RODRIGUEZ (hereinafter “Plaintiffs”) on behalf of themselves and others similarly Aggrieved Employees (collectively, “Employees”; individually, “Employee”) complain of Defendants, and each of them, as follows:

INTRODUCTION

1. This is a Representative Action, pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698 et seq., on behalf of Plaintiffs and similarly situated aggrieved non-exempt employees (“Aggrieved Employees” or “Employees”) who currently work or formerly worked for Defendants LES SCHWAB TIRE CENTERS OF CALIFORNIA, LLC, a California limited liability company; LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA, LLC, a California limited liability company; and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”) during the liability period. From at least one (1) year prior to the filing of this action and at least one (1) year prior to the date Plaintiffs began the process of exhausting the administrative requirements pursuant to Labor Code § 2698 *et seq.* on **November 14, 2024**, and continuing to the present (the “liability period”). Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seek redress therefore.

2. Plaintiffs are residents of California and during the time period relevant to this Complaint were employed by Defendants as non-exempt hourly employees within the State of California at Defendants' facilities and offices in California. Plaintiffs and the other Aggrieved Employees worked for Defendants in Shasta County and in other nonexempt positions throughout California and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiffs and the other similarly situated Aggrieved Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Representative Action Complaint occurred. Upon information and belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

3. Defendants failed to pay Plaintiffs and Aggrieved Employees the overtime wages they were owed. Defendants failed to pay Plaintiffs and the Aggrieved Employees for all hours worked and provided them with inaccurate wage statements that prevented Plaintiffs and the Aggrieved Employees from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the alleged Aggrieved Employees with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiffs

4. Plaintiff NICHOLAS WHITE has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

5. Plaintiff SAUL RODRIGUEZ has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

6. Plaintiff JESUS BENITEZ has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

7. Defendant LES SCHWAB TIRE CENTERS OF CALIFORNIA, LLC is a California limited liability company with its principle executive offices in Bend, Oregon and has been listed as the employer on Plaintiffs' paystubs and wage statements during the relevant time period. LES SCHWAB TIRE CENTERS OF CALIFORNIA, LLC lists a mailing address in Bend, Oregon with the California Secretary of State and employs Plaintiffs and the Aggrieved Employees at Defendants' offices and facilities in Burney, California, and throughout California and conducts business throughout California.

8. Defendant LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA, LLC is a California limited liability company with its principle executive offices in Bend, Oregon and

1 has been listed as the employer on Plaintiffs' employment documents during the relevant time
2 period. LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA, LLC lists a mailing
3 address in Bend, Oregon with the California Secretary of State and employs Plaintiffs and the
4 Aggrieved Employees at Defendants' offices and facilities in Burney, California, and throughout
5 California and conducts business throughout California.

6 9. The true names and capacities, whether individual, corporate, associate, or
7 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
8 unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of
9 Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
10 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
11 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
12 this Complaint to reflect the true names and capacities of the Defendants designated herein as
13 Does 1 through 50 when their identities become known.

14 10. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
15 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
16 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
17 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
18 all respects as the employers or joint employers of Employees. Defendants, and each of them,
19 exercised control over the wages, hours or working conditions of Employees, or suffered or
20 permitted Employees to work, or engaged, thereby creating a common law employment
21 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
22 employed Employees.

23 JURISDICTION AND VENUE

24 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
26 as a PAGA Representative Action on behalf of similarly situated Employees of Defendants
27 pursuant to California Labor Code § 2698 *et seq.* Venue as to Defendants is also proper in this
28 judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and

1 belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Shasta
2 County and Defendants maintain and operate company offices and facilities in Shasta County, and
3 employ Plaintiffs and other Aggrieved Employees in Shasta County and throughout California.

4 **FACTUAL BACKGROUND**

5 12. Aggrieved Employees, including Plaintiffs, are nonexempt employees pursuant to
6 the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt
7 positions at the direction of Defendants in the State of California. Plaintiffs and the Aggrieved
8 Employees were either not paid by Defendants for all hours worked or were not paid at the
9 appropriate minimum, regular and overtime rates. Plaintiffs also contend that Defendants failed to
10 pay Plaintiffs and the Aggrieved Employees all wages due and owing, failed to provide meal and
11 rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of
12 the California Labor Code and applicable Wage Orders.

13 13. During the course of Plaintiffs and the Aggrieved Employees' employment with
14 Defendants, they were not paid all wages they were owed, including for all work performed and
15 for all overtime hours worked and were forced to work during their meal and rest breaks.
16 Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive
17 pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
18 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
19 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
20 the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime
21 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
22 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

23 14. From at least one (1) year prior to the filing of this lawsuit and continuing to the
24 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
25 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
26 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
28 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received

1 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
2 to pay all sick pay by paying a lower overtime rate than required.

3 15. From at least one (1) year prior to the filing of this lawsuit and continuing to the
4 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
5 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
6 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
7 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
8 calculating vacation pay. Therefore, during times when Plaintiffs and Employees worked
9 overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary
10 bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

11 16. As a matter of uniform Company policy, Plaintiffs and the Aggrieved Employees
12 were required to work during their meal and rest breaks which were not compensated by
13 Defendants in violation of the California Labor Code. Plaintiffs and the Aggrieved Employees
14 were also not paid regular wages and overtime for the time they were required to comply with
15 other requirements imposed upon them, which they had to complete while working through their
16 meal and rest breaks and without compensation. As a result, Plaintiffs and the Aggrieved
17 Employees worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
18 but they were not paid at the appropriate overtime rate for all such hours. As a result, Plaintiffs
19 and the Aggrieved Employees worked substantial overtime hours during their employment with
20 Defendants for which they were not compensated, in violation of the California Labor Code,
21 applicable IWC Wage Orders.

22 17. As a result of the above described daily work demands and pressures to work
23 through breaks and the other wage violations they endured at Defendants' hands, Plaintiffs and the
24 Aggrieved Employees were not properly paid for all wages earned and for all wages owed to them
25 by Defendants, including when working more than eight (8) hours in any given day and/or more
26 than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
27 practices, Plaintiffs and Aggrieved Employees incurred overtime hours worked for which they
28 were not adequately and completely compensated. To the extent applicable, Defendants also failed

1 to pay Plaintiffs and the Aggrieved Employees at an overtime rate of 1.5 times the regular rate for
2 the first eight hours of the seventh consecutive work day in a week and overtime payments at the
3 rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work
4 day, as required under the Labor Code, applicable IWC Wage Orders.

5 18. Therefore, from at least one (1) year prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees for all hours worked and failing to pay minimum wage for all time worked as required
8 by California Law.

9 19. Additionally from at least one (1) year prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees overtime compensation at premium overtime rates for all hours worked in excess of
12 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
13 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
14 sections of IWC Wage Orders.

15 20. Additionally from at least one (1) year prior to the filing of this lawsuit and
16 continuing to the present, Defendants have regularly required Employees to work shifts in excess
17 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
18 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
19 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
20 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
21 Defendants failed to provide or deficiently provided.

22 21. From at least one (1) year prior to the filing of this lawsuit and continuing to the
23 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
24 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
25 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
26 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
27 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

28 22. Additionally, from at least one (1) year prior to the filing of this lawsuit, and

1 continuing to the present, Defendants have consistently failed to provide Employees with timely,
2 accurate, and itemized wage statements as required by California wage-and-hour laws.
3 Specifically, the wage statements given to Employees by Defendants failed to accurately account
4 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
5 Defendants knew or reasonably should have known were owed to Employees, as alleged
6 hereinabove. The wage statements provided to Employees were confusing and required
7 Employees to engage in discovery and refer to outside sources to verify whether their pay was
8 correct, potentially resulting in a miscalculation by the Employees.

9 23. Additionally, from at least one (1) year prior to the filing of this lawsuit, and
10 continuing to the present, Defendants have consistently failed to provide Employees with timely,
11 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

12 24. From at least one (1) year prior to the filing of this lawsuit and continuing to the
13 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
14 performance of their job duties for Defendants, including but not limited to the cost of personal
15 cellphone usage, which was necessary to perform their duties under Defendants' employ in
16 violation of Labor Code § 2802.

17 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
18 continuing to the present, Defendants have consistently failed to keep accurate time and wage
19 records as required by California wage-and-hour laws.

20 26. Additionally, from at least one (1) year prior to filing this lawsuit and continuing to
21 the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
22 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
23 required by California wage-and-hour laws.

24 27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
25 Code §§ 201, 202, 203, 204, 204b, 210, 226, 226(a)(2) — (a)(9), 226(e), 226.3, 226.7, 227.3, 245
26 *et seq.*, 246, 246.5, 247, 247.5, 248.7, 256, 432.5, 510, 512, 516, 558, 558.1, 1174, 1174.5,
27 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, 2802, 2804, 2926, 2927, and
28 IWC Wage Orders, Sections 2(K), 2(S), 3(A), 4(A), 4(B), and 20.

1 **PAGA NOTICE AND ALLEGATIONS**

2 28. Plaintiffs bring this PAGA representative action on behalf of themselves and all
3 other similarly aggrieved employees employed by Defendants during the liability period pursuant
4 to Labor Code § 2698 *et seq.* Plaintiffs and Employees are aggrieved employees as defined under
5 Labor Code § 2699(c) in that during the liability period they suffered the violations alleged in this
6 Complaint and either were or are employed by the alleged violators, Defendants. Upon
7 information and belief, at all times during the liability period, Plaintiffs and the Aggrieved
8 Employees were employees subject to the protections of the California Labor Code and the
9 applicable Industrial Welfare Commission (“IWC”) Wage Orders.

10 29. In failing to pay Aggrieved Employees minimum wages and overtime, not
11 providing proper meal and rest periods, failing to reimburse necessary business expenses, failing
12 to provide accurate itemized wage statements, and failing to pay Employees wages upon
13 termination or timely upon resignation, all addressed herein, Defendants failed to timely pay
14 Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204.
15 Defendants also failed to maintain records showing accurate hours worked daily and the wages
16 paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC Wage
17 Orders.

18 30. As such, Plaintiffs and the Aggrieved Employees seek wages and penalties under
19 Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under
20 Labor Code § 2699.5, which includes the penalty provisions, without limitation, based *inter alia*
21 on the following California Labor Code sections: 201, 202, 203, 204, 204b, 210, 226, 226(a)(2) —
22 (a)(9), 226(e), 226.3, 226.7, 227.3, 245 *et seq.*, 246, 246.5, 247, 247.5, 248.7, 256, 432.5, 510,
23 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et*
24 *seq.*, 2802, 2804, 2926, 2927, and IWC Wage Orders, Sections 2(K), 2(S), 3(A), 4(A), 4(B), and
25 20.

26 31. More specifically, after complying with the notice procedures of Labor Code §
27 2699.3, Plaintiffs assert as a representative action on behalf of the California Attorney General and
28 the other similarly Aggrieved Employees a PAGA claim for violations of the underlying claims

1 addressed herein and seeking penalties as specified by the applicable corresponding provisions,
2 including as follows:

3 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all
4 earned regular pay and minimum wages for regular hours worked and for failure to pay
5 overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a),
6 1197, and 1198, and Sections 2(M), 3(A) and 4 of the applicable IWC Wage Order(s)
7 seeking all civil and statutory penalties available and applicable, and wages, under Labor
8 Code §§ 510, 558, 1194.2, 1197.1, 2699(f)(2), and 2699.5, and also for attorneys' fees and
9 costs pursuant to Labor Code § 2699(k)(1);

10 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved
11 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
12 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu
13 thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A) and 12(B) of
14 the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
15 applicable, and wages, under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-
16 (3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §
17 2699(k)(1);

18 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
19 provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements
20 and failure to maintain employment records for Plaintiffs and Aggrieved Employees under
21 Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable
22 IWC Wage Order(s) seeking all civil and statutory penalties and wages available and
23 applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for
24 attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

25 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including
26 at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
27 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and
28 wages, under Labor Code §§ 201, 202, 203, 204, 210, 558, 1197, and 2699(f)(2), and

Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Pay Sick Time: For Defendants paying sick leave to Aggrieved Employees at a lower rate, in violation of the law seeking all civil penalties available and applicable, and wages, under the Labor Code and the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) Failure to Pay Vacation time: For Defendants paying vacation time to Aggrieved Employees at a lower rate seeking all civil penalties available and applicable, and wages, under the Labor Code and the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(g) Failure to Properly Issue Wages: For Defendants failing to issue proper payment, in violation of the law seeking all civil penalties available and applicable, and wages, under the Labor Code and the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

32. The penalties shall be allocated under Labor Code § 2699(m) as follows: 65% to the Labor and Workforce Development Agency (LWDA) and 35% to the affected employees.

33. As also addressed above, Plaintiffs on behalf of the Aggrieved Employees also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an

1 amount sufficient to recover underpaid wages. (3) Wages recovered
2 pursuant to this section shall be paid to the affected employee.

3 (b) If upon inspection or investigation the Labor Commissioner
4 determines that a person had paid or caused to be paid a wage for
5 overtime work in violation of any provision of this chapter, or any
6 provision regulating hours and days of work in any order of the Industrial
7 Welfare Commission, the Labor Commissioner may issue a citation. The
8 procedures for issuing, contesting, and enforcing judgments for citations
9 or civil penalties issued by the Labor Commissioner for a violation of this
10 chapter shall be the same as those set out in Section 1197.1.

11 (c) The civil penalties provided for in this section are in addition to
12 any other civil or criminal penalty provided by law.

13 34. Plaintiff BENITEZ exhausted his administrative remedy by sending a certified
14 letter to the LWDA and Defendants postmarked on **November 14, 2024**, addressing in detail the
15 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
16 theories to support the alleged violations. Plaintiff WHITE exhausted his administrative remedy
17 by sending a certified letter to the LWDA and Defendants postmarked on **November 21, 2024**,
18 addressing in detail the specific provisions of the Labor Code Defendants have violated and
19 addressing the facts and legal theories to support the alleged violations. Plaintiff RODRIGUEZ
20 exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants
21 postmarked on **February 4, 2025**, addressing in detail the specific provisions of the Labor Code
22 Defendants have violated and addressing the facts and legal theories to support the alleged
23 violations. The LWDA has not provided notice of its intent to investigate the alleged violations
24 within 65 calendar days of the postmark date of the letters. As a result, as a matter of law,
25 Plaintiffs are entitled to file this Complaint for full compliance and exhaustion of the notice
26 requirements under the PAGA and seek civil penalty assessments against Defendants as
27 representatives of the State of California as hereinafter alleged and in accordance with the law, in
28 addition to costs and reasonable attorneys' fees as provided by the PAGA statute. True and correct
copies of the Plaintiffs' respective Notices to the LWDA and the Defendants is attached hereto
Exhibits A, B, and C and are expressly incorporated into this Complaint as if set forth in full.
Plaintiffs allege that the notice period provided by statute has expired and amendment is proper
pursuant to Labor Code § 2699.3(a)(2)(C).

1 35. This action has been brought and may properly be maintained as a representative
2 action under the provisions of Labor Code § 2698 *et seq.* seeking civil and statutory penalties and
3 wages based, *inter alia*, on the following claims addressed in detail herein:

- 4 a. Defendants failed to pay Employees minimum wages and wages for all hours
5 worked;
- 6 b. Defendants failed to pay Employees overtime as required under Labor Code § 510;
- 7 c. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage
8 Orders, by failing to provide Employees with requisite meal periods or premium
9 pay in lieu thereof;
- 10 d. Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders,
11 by failing to authorize and permit Employees to take requisite rest breaks or
12 provide premium pay in lieu thereof;
- 13 e. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate
14 wage statements;
- 15 f. Defendants failed to pay Employees vacation wages as required under Labor Code
16 § 227.3;
- 17 g. Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- 18 h. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and
19 compensation due and owing at the time of termination of employment;
- 20 i. Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by
21 failing to maintain accurate records of Aggrieved Employees' earned wages and
22 work periods;
- 23 j. Defendants violated Labor Code § 1194 by failing to compensate all Employees
24 during the relevant time period for all hours worked, whether regular or overtime;
25 and
- 26 k. Defendants violated Labor Code § 204 by failing to pay Employees all wages
27 earned at least twice monthly.
- 28 l. Defendants failed to reimburse necessary business expenses incurred by Employees

in connection with performing their job duties under Labor Code § 2802.

FIRST CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY MINIMUM WAGES
and FOR ALL HOURS WORKED
(Against All Defendants)

36. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages. Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as addressed herein. Moreover, Defendants did not pay Plaintiffs and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the alleged Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other Aggrieved Employees as to minimum wage pay.

38. Pursuant to Labor Code § 2699, Plaintiffs seek all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employees were not paid for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

39. The Private Attorneys General Act of 2004 ("PAGA") provides that:

... an aggrieved employee may recover the civil penalty described in subdivision (f) and may be awarded injunctive relief in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of the employee and other current or former employees against whom a violation of the same provision was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

1 California Labor Code § 2699(k)(1).

2
3 40. Plaintiffs are “aggrieved employees” under the PAGA, as they were employed by
4 Defendants during the applicable statutory period and suffered the California Labor Code
5 violations set forth herein. Accordingly, Plaintiffs seek to recover on behalf of themselves and all
6 other current and former aggrieved non-exempt employees, as defined above, the civil penalties
7 provided by the PAGA, plus reasonable attorneys’ fees and costs.

8 41. Plaintiffs, by virtue of the Notice correspondences, attached hereto as **Exhibits A,**
9 **B, and C,** have satisfied all prerequisites to serve as a representative of the general public to
10 enforce California’s labor laws, including without limitation, the penalty provisions identified in
11 California Labor Code § 2699.5. Because the LWDA took no steps within the applicable time
12 period required to intervene, Plaintiffs, as representatives of the people of the State of California,
13 will seek, and hereby do seek, any and all civil penalties otherwise capable of being collected by
14 the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”).

15 42. Any civil penalties recovered herein will be distributed in accordance with the
16 PAGA, with at least 65% of the penalties recovered being reimbursed to the State of California
17 and the LWDA, where applicable. *See* Labor Code § 2699(m).

18 43. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that
19 arise from the policies, practices and business acts of Defendants to the extent provided by law as
20 a Representative Action, including reasonable attorneys’ fees and costs, and underpayment of
21 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.
22 Labor Code § 558 provides in pertinent part:

23 (a) Any employer or other person acting on behalf of an employer
24 who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial
26 Welfare Commission shall be subject to a civil penalty as follows: (1) For
27 any initial violation, fifty dollars (\$50) for each underpaid employee for
28 each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages recovered
pursuant to this section shall be paid to the affected employee....

1 (c) The civil penalties provided for in this section are in addition to
2 any other civil or criminal penalty provided by law.

3 44. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs
4 and other aggrieved non-exempt employees proper regular pay and minimum wages for regular
5 hours worked and/or overtime premium pay for overtime hours worked during the applicable
6 statutory period.

7 45. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
8 states:

9 The minimum wage for employees fixed by the commission is the
10 minimum wage to be paid to employees, and the payment of a less
11 wage than the minimum so fixed is unlawful.

12 46. The applicable minimum wages fixed by the commission for work during the
13 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
14 therefore entitled to double the minimum wage during the relevant period.

15 47. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to California Labor Code § 1194(a) which states:

17 Notwithstanding any agreement to work for a lesser wage, any
18 employee receiving less than the legal minimum wage or the legal
19 overtime compensation applicable to the employee is entitled to
20 recover in a civil action the unpaid balance of the full amount of
21 this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney’s fees and costs of suit.

23 48. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

25 49. California Labor Code § 1194.2 also provides for the following remedies:

26 In any action under Section 1194 . . . to recover wages because of
27 the payment of a wage less than the minimum wages fixed by an
28 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

50. Defendants have the ability to pay minimum wages for all time worked and have
willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

51. Labor Code § 2699(f)(2) states: “For all provisions of this code except those

1 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
2 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
3 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation and two hundred dollars (\$200) for each
5 aggrieved employee per pay period for each subsequent violation.”

6 52. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
7 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
8 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
9 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
10 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,... 221,
11 ...512,... 1198...1199”, and these provisions of the Code allow for recovery of civil penalties
12 pursuant to the PAGA in this action.

13 53. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
14 because Defendants failed to properly compensate Plaintiffs and other aggrieved non-exempt
15 employees applicable minimum wages and contractually agreed upon wages for all hours they
16 were required to work and remain under Defendants’ control.

17 54. As a direct and proximate result of the Defendants’ unlawful acts, as alleged in
18 detail herein, Plaintiffs and other aggrieved non-exempt employees have been deprived, and
19 continue to be deprived, of minimum wages and all wages owed for all hours they worked.

20 55. As such, Defendants are liable for PAGA penalties resulting from their failure to
21 provide Plaintiffs and the other Aggrieved Employees minimum wages and all wages owed for all
22 hours worked. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this
23 representative action, all civil and statutory penalties authorized for violations of California Labor
24 Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(M), 4, and 20 of the applicable
25 IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties available and applicable,
26 and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also
27 attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).
28

56. Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

SECOND CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY WAGES AND

OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

57. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

58. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time spent working during meal breaks. Employees regularly worked over 8 hours on a given day or over 40 hours in a given week without receiving overtime compensation.

59. Furthermore, on information and belief, Defendants did not pay Plaintiffs and Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive

1 pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a
2 lower overtime rate than required.

3 60. Pursuant to Labor Code § 2699, Plaintiffs seek all applicable PAGA civil
4 penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute
5 of limitations in which the Aggrieved Employee was not paid at the correct overtime rate for all
6 hours worked for each pay period, plus reasonable attorneys' fees and costs.

7 61. The Private Attorneys General Act of 2004 ("PAGA") provides that:

8 ... an aggrieved employee may recover the civil penalty described in subdivision (f)
9 and may be awarded injunctive relief in a civil action pursuant to the procedures
10 specified in Section 2699.3 filed on behalf of the employee and other current or
11 former employees against whom a violation of the same provision was committed.
12 Any employee who prevails in any action shall be entitled to an award of
13 reasonable attorney's fees and costs, including any filing fee paid pursuant to
14 subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of
15 paragraph (1) of subdivision (c) of Section 2699.3. Nothing in this part shall
16 operate to limit an employee's right to pursue or recover other remedies available
17 under state or federal law, either separately or concurrently with an action taken
18 under this part.

19 California Labor Code § 2699(k)(1).

20 62. Plaintiffs are "aggrieved employees" under the PAGA, as they were employed by
21 Defendants during the applicable statutory period and suffered the California Labor Code
22 violations set forth herein. Accordingly, Plaintiffs seek to recover on behalf of themselves and all
23 other current and former aggrieved non-exempt employees, as defined above, the civil penalties
24 provided by the PAGA, plus reasonable attorneys' fees and costs.

25 63. Plaintiffs, by virtue of the Notice correspondences, attached hereto as **Exhibits A,**
26 **B, and C,** have satisfied all prerequisites to serve as representatives of the general public to
27 enforce California's labor laws, including without limitation, the penalty provisions identified in
28 California Labor Code § 2699.5. Because the LWDA took no steps within the applicable time
period required to intervene, Plaintiffs, as representatives of the people of the State of California,
will seek, and hereby do seek, any and all civil penalties otherwise capable of being collected by
the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE").

64. Any civil penalties recovered herein will be distributed in accordance with the

1 PAGA, with at least 65% of the penalties recovered being reimbursed to the State of California
2 and the LWDA, where applicable. *See* Labor Code § 2699(m).

3 65. Defendants' failure to pay compensation in a timely fashion also constituted a
4 violation of California Labor Code § 204, which requires that all wages shall be paid
5 semimonthly. From one (1) year prior to the filing of this lawsuit to the present, in direct
6 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
7 and overtime compensation earned by Employees. Each such failure to make a timely payment of
8 compensation to Employees constitutes a separate violation of California Labor Code § 204.

9 66. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for
10 which a civil penalty is specifically provided, there is established a civil penalty for a violation of
11 these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one
12 or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
13 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
14 employee per pay period for each subsequent violation."

15 67. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee
16 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
17 Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally,
18 Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of
19 Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§]
20 204,...510, 512,... 1194, 1197, 1197.1 and 1198...1199" among the provisions of the Code that
21 allow for recovery of civil penalties pursuant to the PAGA.

22 68. Defendants' conduct, as alleged herein, violates the aforementioned regulations
23 because Defendants failed to properly compensate Plaintiffs and other aggrieved non-exempt
24 employees applicable minimum wages and contractually agreed upon wages for all hours they
25 were required to work and remain under Defendants' control.

26 69. As a direct and proximate result of the Defendants' unlawful acts, as alleged in
27 detail herein, Plaintiffs and other aggrieved non-exempt employees have been deprived, and
28 continue to be deprived, of overtime wages owed for all hours they worked.

70. As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide Plaintiffs and the other Aggrieved Employees overtime and premium wages for all hours worked. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(M), 3(A), and 20 of the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

71. Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

THIRD CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PAGA FOR MEAL-PERIOD LIABILITY UNDER

LABOR CODE § 226.7

(Against All Defendants)

72. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

73. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

74. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal

1 period as required by law.

2 75. Moreover, Defendants failed to compensate Employees for each meal period not
3 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
4 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
5 employee a meal period in accordance with this section, the employer shall pay the employee one
6 hour of pay at the employee's regular rate of compensation for each workday that the meal period
7 is not provided. Defendants failed to compensate the Aggrieved Employees for each meal period
8 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
9 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
10 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
11 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

12 76. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs
13 and other aggrieved non-exempt employees lawful off-duty unpaid meal periods, as well as
14 corresponding premium pay for denied meal periods, during the applicable statutory period.

15 77. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that
16 arise from the policies, practices, and business acts of Defendants to the extent provided by law as
17 a Representative Action, including reasonable attorneys' fees and costs, and underpayment of
18 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

19 78. Labor Code § 2699(f)(2) states: "For all provisions of this code except those
20 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
21 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
22 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
23 employee per pay period for the initial violation and two hundred dollars (\$200) for each
24 aggrieved employee per pay period for each subsequent violation."

25 79. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
26 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
27 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor
28 Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section

1 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§] 226.7,
2 ...512,...558,... and 1198” among the provisions of the Code that allow for recovery of civil
3 penalties pursuant to the PAGA.

4 80. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
5 because Defendants failed to properly provide Plaintiffs and other aggrieved non-exempt
6 employees with lawful uninterrupted off-duty meal periods throughout the applicable statutory
7 period. Defendants also systematically denied Plaintiffs and other Aggrieved Employees proper
8 premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were
9 denied an unpaid, off-duty 30-minute meal period.

10 81. As such, Defendants are liable for PAGA penalties resulting from their failure to
11 provide Plaintiffs and other aggrieved non-exempt employees lawful meal periods and the
12 corresponding meal period premium pay. Accordingly, Plaintiffs are entitled to recover, and
13 hereby seek through this Representative Action, all civil and statutory penalties authorized for
14 violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(D) of the
15 applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and
16 applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2),
17 and also for attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

18 82. Aggrieved employees may recover penalties for denied meal periods under the
19 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
20 hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified
21 in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will
22 therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3),
23 in an amount according to proof and subject to Court approval.

24 **FOURTH CAUSE OF ACTION**

25 **CIVIL PENALTIES UNDER THE PAGA FOR REST-BREAK LIABILITY UNDER**

26 **LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 84. Plaintiffs and the Aggrieved Employees consistently worked consecutive four (4)
3 hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Plaintiffs and the
4 Aggrieved Employees were entitled to paid rest breaks of not less than ten (10) minutes for each
5 consecutive four (4) hour shift.

6 85. Defendants failed to provide Plaintiffs and the Aggrieved Employees with timely
7 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

8 86. Moreover, Defendants failed to compensate Plaintiffs and the Aggrieved
9 Employees for each rest period not provided or inadequately provided, as required under Labor
10 Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to
11 provide an employee a rest period in accordance with this section, the employer shall pay the
12 employee one hour of pay at the employee's regular rate of compensation for each workday that
13 the rest period is not provided. Defendants failed to compensate the Plaintiffs and the Aggrieved
14 Employees for each rest period not provided or inadequately provided, as required under Labor
15 Code § 226.7 and the applicable IWC Wage Order. Additionally, as detailed above, when
16 Defendants did pay rest period premiums, they did so at the normal regular rate of pay without
17 factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the
18 regular rate.

19 87. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
20 policies, practices, and business acts of Defendants to the extent provided by law as a
21 Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages
22 as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

23 88. Labor Code § 2699(f)(2) states: "For all provisions of this code except those
24 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
25 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
26 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
27 employee per pay period for the initial violation and two hundred dollars (\$200) for each
28 aggrieved employee per pay period for each subsequent violation."

1 89. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
2 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
3 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
4 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
5 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§] 226.7,
6 ...512,...558,... and 1198” among the provisions of the Code that allow for recovery of civil
7 penalties pursuant to the PAGA.

8 90. Defendants’ conduct, as alleged herein, violates the aforementioned regulations
9 because Defendants failed to properly provide Plaintiffs and other aggrieved non-exempt
10 employees with lawful uninterrupted off-duty, net ten-minute rest periods throughout the
11 applicable statutory period. Defendants also systematically denied Plaintiffs and other Aggrieved
12 Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each
13 work shift they were denied one of their lawfully entitled rest periods.

14 91. As such, Defendants are liable for PAGA penalties resulting from their failure to
15 provide Plaintiffs and other aggrieved non-exempt employees lawful rest periods and the
16 corresponding rest period premium pay. Accordingly, Plaintiffs are entitled to recover, and hereby
17 seek through this Representative Action, all civil and statutory penalties authorized for violations
18 of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 12(A)-(B) of the applicable
19 IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable
20 under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also
21 attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

22 92. Aggrieved employees may recover penalties for denied rest periods under the
23 PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating
24 hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified
25 in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will
26 therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3),
27 in an amount according to proof and subject to Court approval.

FIFTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY VACATION WAGES
(Against All Defendants)

93. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

94. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served.

95. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

96. Therefore, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code and the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties available and applicable, and wages, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

SIXTH CAUSE OF ACTION
CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY SICK LEAVE AND
COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246 THROUGH 248.7
(Against All Defendants)

97. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

98. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l).

99. Defendants paid nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
2 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
3 calculating the amount of paid sick time due when sick time is used according to the requirements
4 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
5 rate, in violation of the law.

6 100. Therefore, Plaintiffs are entitled to recover, and hereby seek through this
7 representative action, all civil and statutory penalties authorized for violations of California Labor
8 Code and the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties
9 available and applicable, and wages, and also attorneys' fees and costs pursuant to Labor Code §
10 2699(k)(1).

11 **SEVENTH CAUSE OF ACTION**
12 **CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE FOR**
13 **NECESSARY BUSINESS EXPENDITURES**
14 **IN VIOLATION OF LABOR CODE § 2802**
15 **(Against All Defendants)**

16 101. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 102. Under Labor Code § 2802(a), an employer must indemnify its employees for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
20 of his or her duties, or of his or her obedience to the directions of the employer.

21 103. Employees incurred necessary expenditures in the performance of their job duties
22 for Defendants, including the cost of cell phone usage, which was necessary to perform their
23 duties under Defendants' employ. From one (1) year prior to the original filing of this lawsuit and
24 continuing to the present, Defendants consistently failed to reimburse Employees for these
25 necessarily incurred business expenses.

26 104. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those
27 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
28 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs

1 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
2 employee per pay period for the initial violation and two hundred dollars (\$200) for each
3 aggrieved employee per pay period for each subsequent violation.”

4 105. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
5 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
6 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
7 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
8 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 2802...”
9 among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

10 106. As such, Defendants are liable for PAGA penalties resulting from their failure to
11 reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly,
12 Plaintiffs are entitled to recover, and hereby seek through this Representative Action, all civil and
13 statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and
14 Section 9(B) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory
15 penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys’
16 fees and costs pursuant to Labor Code § 2699(k)(1).

17 **EIGHTH CAUSE OF ACTION**

18 **CIVIL PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 226(a)**

19 **(Against All Defendants)**

20 107. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
21 full herein.

22 108. California Labor Code § 226(a) requires an employer to furnish each of his or her
23 employees with an accurate, itemized statement in writing showing the gross and net earnings,
24 total hours worked, and the corresponding number of hours worked at each hourly rate; these
25 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
26 serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these
27 statements may be given to the employee separately from the payment of wages; in either case the
28 employer must give the employee these statements twice a month or each time wages are paid.

1 109. Defendants failed to provide Employees with accurate itemized wage statements in
2 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
3 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
4 periods and rest breaks, all of which Defendants knew or reasonably should have known were
5 owed to Employees, as alleged hereinabove. Defendants failed in their affirmative obligation to
6 keep accurate records of the correct overtime wages based on proper regular rate calculations that
7 included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned,
8 and the total amount of compensation of Employees. Additionally, the wage statements given to
9 Employees, by Defendants, failed to include the requirements enumerated above. Employees'
10 wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2)
11 and failed to accurately set forth all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
13 The wage statements provided to Employees were confusing and required Employees to engage in
14 discovery and refer to outside sources to verify whether their pay was correct, potentially resulting
15 in a miscalculation by the Employees.

16 110. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
17 Employees suffered injuries, including among other things confusion over whether they received
18 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
19 forcing them to make mathematical computations to analyze whether the wages paid in fact
20 compensated them correctly for all hours worked.

21 111. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
24 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
25 award of costs and reasonable attorneys' fees.

26 112. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
27 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
28 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each

employee for each pay period.

113. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

114. In addition to these statutory penalties under Section 226(e), Plaintiffs also seek civil penalties under the PAGA against Defendants for providing inaccurate wage statements.

115. Labor Code § 2699(f)(2) states that: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

116. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226,... 1198,...1199,...” among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

117. As such, Defendants are liable for PAGA penalties resulting from their failure to provide accurate itemized wage statements to Plaintiffs and the Aggrieved Employees and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1198, and 1198.5, and Section 7(B) of the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

118. Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the

1 recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

2 **NINTH CAUSE OF ACTION**

3 **CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO MAINTAIN ACCURATE**
4 **RECORDS UNDER LABOR CODE § 1174 AND 1174.5**

5 **(Against All Defendants)**

6 119. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 120. California Labor Code § 1174 requires that all employers shall keep accurate time
9 and wage records for all employees. California Labor Code § 1174.5 further requires that any
10 employee suffering injury due to a willful violation of the aforementioned obligations may seek
11 damages, including civil penalties, from the employer.

12 121. During the course of Plaintiffs' and Employees' employment, Defendants
13 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
14 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
15 wages, overtime, and premium pay as discussed above.

16 122. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
17 policies, practices and business acts of Defendants to the extent provided by law as a
18 Representative Action, including reasonable attorneys' fees and costs, and underpayment of
19 wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

20 123. As alleged in more detail above, Defendants violated the above statutes by failing
21 to maintain accurate payroll records showing the hours worked daily by, and the wages paid to,
22 Plaintiffs and other aggrieved non-exempt employees. Defendants' payroll records pertaining to
23 Plaintiffs and other aggrieved non-exempt employees fail to accurately reflect all regular and
24 overtime hours worked, overtime hourly rates, actual gross wages and net wages earned, meal
25 periods, and premium wages owed for denied lawful meal and rest periods.

26 124. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those
27 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
28 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs

1 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
2 employee per pay period for the initial violation and two hundred dollars (\$200) for each
3 aggrieved employee per pay period for each subsequent violation.”

4 125. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
5 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
6 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
7 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
8 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] subdivisions
9 (c) and (d) of Section 1174,... 1198,...1199,...” among the provisions of the Code that allow for
10 recovery of civil penalties pursuant to the PAGA.

11 126. As such, Defendants are liable for PAGA penalties resulting from their failure to
12 provide accurate itemized wage statements to Plaintiffs and the Aggrieved Employees and failure
13 to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§
14 1174, 1198, and 1198.5, and Sections 7(A) and 7(C) of the applicable IWC Wage Order(s), and
15 Plaintiffs seeks all civil and statutory penalties and wages available and applicable under Labor
16 Code §§ 558, 1174.5, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor
17 Code § 2699(k)(1).

18 127. Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3.
19 For the purposes of this cause of action, recovery of civil penalties will therefore also include the
20 recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

21 **TENTH CAUSE OF ACTION**

22 **CIVIL PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 201-**

23 **204, 204b, 210 and 256**

24 **(Against All Defendants)**

25 128. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 129. Numerous Employees are no longer employed by Defendants; they either quit
28 Defendants’ employ or were fired therefrom.

1 130. Defendants failed to pay these Employees all wages due and certain at the time of
2 termination or within seventy-two (72) hours of resignation.

3 131. The wages withheld from these Employees by Defendants remained due and owing
4 for more than thirty (30) days from the date of separation of employment.

5 132. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
6 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
7 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
8 to thirty (30) days from the date they were due.

9 133. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
10 policies, practices and business acts of Defendants to the extent provided by law as a
11 Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages
12 as permitted by Labor Code § 558, as a separate civil penalty provided by the PAGA statute.

13 134. Labor Code § 2699(f)(2) states: "For all provisions of this code except those
14 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
15 of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs
16 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
17 employee per pay period for the initial violation and two hundred dollars (\$200) for each
18 aggrieved employee per pay period for each subsequent violation."

19 135. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
20 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
21 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor
22 Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section
23 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 201,... 202,
24 203, ...204,... 558,...1198,...." among the provisions of the Code that allow for recovery of civil
25 or statutory penalties pursuant to the PAGA.

26 136. Defendants are liable for PAGA penalties resulting from their failure to timely pay
27 all wages owed to Plaintiffs and other Aggrieved Employees at the time of their termination of
28 separation from employment, and failure to timely pay all wages owed twice monthly.

1 Accordingly, Plaintiffs are entitled to recover, and hereby seeks through this Representative
2 Action, all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201,
3 203, 204, 1197.5, and 1198, and Plaintiffs seek all civil penalties available and applicable, and
4 wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the
5 applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code §
6 2699(k)(1).

7 137. Aggrieved Employees may recover penalties for Defendants' failure to timely pay
8 all wages owed, as the civil penalty under California Labor Code 558 applies to any provision
9 regulating hours and days of work in any Order, and Plaintiffs have fully complied with
10 procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of
11 civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code
12 §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

13 **ELEVENTH CAUSE OF ACTION**

14 **CIVIL PENALTIES UNDER THE PAGA FOR UNLAWFUL EMPLOYMENT**

15 **CONDITIONS UNDER LABOR CODE § 432.5**

16 **(Against All Defendants)**

17 138. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 139. Defendants violated Labor Code section 432.5 with respect to Plaintiffs and other
20 Aggrieved Employees by requiring that they agree to an unlawful term or condition in writing
21 during their employment.

22 140. Labor Code section 432.5 states that "[n]o employer, or agent, manager,
23 superintendent, or officer thereof, shall require any employee or applicant for employment to
24 agree, in writing, to any term or condition which is known by such employer, or agent, manager,
25 superintendent, or officer thereof to be prohibited by law."

26 141. Non-competition and non-solicitation agreements are illegal under California law.
27 Business and Professions Code section 16600 provides that "every contract by which anyone is
28 restrained from engaging in a lawful profession, trade, or business of any kind is to that extent

void."

142. Defendants required that Plaintiffs and the Aggrieved Employees sign non-competition agreements restricting their ability to accept certain work on behalf of themselves or other employers. As such, Defendants violated California Labor Code section 432.5 by requiring that Plaintiffs and the Aggrieved Employees sign non-competition agreements prohibited by California law.

143. Defendants maintained an unlawful agreement in violation of California law. An illustrative example of this violation is shown below:

goodwill in the industry and Company's rights in the Protected Information. During Employee's employment and for a period of 24 months immediately after the end of Employee's employment with Company ("Restricted Period"), regardless of the reason it ends, Employee will not in any manner, directly or indirectly, alone or with others, (a) solicit or accept business competitive with Company from any of Company's customers or active prospects that Employee had contact with while performing job duties for Company, or (b) otherwise attempt to encourage or influence any of Company's customers or active prospects that Employee had contact with while performing job duties for Company to reduce or terminate the business relation's business or relationship with Company. "Active prospects" means potential customers Company has specifically targeted to solicit, or has solicited, in the 12 months immediately preceding the end of Employee's employment with Company. "Business competitive with Company" includes but is not limited to any tire retailer or distributor located within 100 miles of any Company corporate office, retail store, distribution center or retread facility.

5. **Nonsolicitation of Employees.** During the Restricted Period, Employee will not, in any manner, directly or indirectly, alone or with others, recruit, solicit or encourage any employee, consultant or contractor of Company to terminate his or her employment or other relationship with Company. During the Restricted Period, Employee will not – for Employee or on behalf of any person – hire as an employee or engage as an independent contractor any person who was an employee of the Company at any time during the Restricted Period.

Extract from Plaintiff's "Employee Nondisclosure and Nonsolicitation Agreement"

144. As a result, Plaintiffs and the Aggrieved Employees may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. On the First Cause of Action: For recovery of all civil penalties for unpaid minimum and regular wages for all hours worked during the applicable statutory period as permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(M), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties

1 available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,
2 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(m), with
3 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an
4 amount according to proof and subject to approval by the Court;

5 2. On the Second Cause of Action: For recovery of all civil penalties for unpaid
6 overtime and premium wages for all hours worked during the applicable statutory period as
7 permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(M), 4, and 20
8 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and
9 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and
10 2699.5, with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees
11 in an amount according to proof and subject to approval by the Court;

12 3. On the Third Cause of Action: For recovery of all civil penalties for non-compliant
13 meal periods during the applicable statutory period and failure to pay one-hour of premium wages
14 to Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and
15 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil and statutory
16 penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections
17 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code §
18 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
19 Employees in an amount according to proof and subject to approval by the Court;

20 4. On the Fourth Cause of Action: For recovery of all civil penalties for non-
21 compliant rest periods during the applicable statutory period and failure to pay one-hour of
22 premium wages to Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 226.7,
23 512, 558, and 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil
24 and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including
25 sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor
26 Code § 2699(m), with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
27 Employees in an amount according to proof and subject to approval by the Court;

28 5. On the Fifth Cause of Action: For recovery of all civil penalties for failure to Pay

1 Vacation Wages including all civil and statutory penalties available and applicable, and wages,
2 under Labor Code with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved
3 Employees in an amount according to proof and subject to approval by the Court;

4 6. On the Sixth Cause of Action: For recovery of all civil penalties for failure to
5 Comply with Labor Code § 245 *et seq.* and 246 including all civil and statutory penalties available
6 and applicable, and wages, under Labor Code with 65% of recovery to the LWDA and 35% of the
7 recovery to the Aggrieved Employees in an amount according to proof and subject to approval by
8 the Court; Aggrieved Employees in an amount according to proof and subject to approval by the
9 Court;

10 7. On the Seventh Cause of Action: For recovery of all civil penalties for Defendants'
11 failure to reimburse all necessary business expenses incurred by Plaintiffs and the Aggrieved
12 Employees as permitted by Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable
13 IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor
14 Code §§ 2802 and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(m),
15 with 65% of recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an
16 amount according to proof and subject to approval by the Court;

17 8. On the Eighth Cause of Action: For recovery of all civil penalties for inaccurate
18 wage statements Defendants provided to Plaintiffs and the Aggrieved Employees and failure to
19 maintain employment records as permitted by Labor Code §§ 226, 1198, and 1198.5, and Sections
20 7(B) of the applicable IWC Wage Order(s), including all civil and statutory penalties available and
21 applicable under Labor Code §§ 226(e), 226.3, 558, and 2699(f)(2), to be distributed in the
22 manner provided by Labor Code § 2699(m), with 65% of recovery to the LWDA and 35% of the
23 recovery to the Aggrieved Employees in an amount according to proof and subject to approval by
24 the Court;

25 9. On the Ninth Cause of Action: For recovery of all civil penalties for failure to
26 maintain employment records as permitted by Labor Code §§ 1174, 1198, and 1198.5, and
27 Sections 7(A) and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory
28 penalties available and applicable under Labor Code §§ 558, 1174.5, and 2699(f)(2), to be

1 distributed in the manner provided by Labor Code § 2699(m), with 65% of recovery to the LWDA
2 and 35% of the recovery to the Aggrieved Employees in an amount according to proof and subject
3 to approval by the Court;

4 10. On the Tenth Cause of Action: For recovery of all civil penalties pursuant to Labor
5 Code § 2699(f)(2) where a statutory civil penalty is not provided, for failing to timely pay all
6 wages owed and to timely pay them to Aggrieved Employees upon termination or separation from
7 employment as permitted under Labor Code §§ 201, 201, 203, 204, 1197.5, 1198, 2926, and 2927,
8 including all civil and statutory penalties, and wages, available and applicable under Labor Code
9 §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage
10 Order(s), to be distributed in the manner provided by Labor Code § 2699(m), with 65% of
11 recovery to the LWDA and 35% of the recovery to the Aggrieved Employees in an amount
12 according to proof and subject to approval by the Court;

13 11. On the Eleventh Cause of Action: For recovery of all civil penalties pursuant to
14 Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, and all other applicable
15 provisions of the Labor Code, including but not limited to Labor Code §§ 432.5 and 2699, for
16 Defendants' unlawful practice of requiring Aggrieved Employees to agree, in writing, to terms and
17 conditions of employment prohibited by California law, including unlawful non-competition and
18 non-solicitation provisions, and for all civil penalties recoverable thereunder, to be distributed in
19 the manner provided by Labor Code § 2699(m), with 65% of recovery to the LWDA and 35% of
20 the recovery to the Aggrieved Employees in an amount according to proof and subject to approval
21 by the Court;

22 12. For reasonable attorneys' fees and costs of suit to the extent permitted under the
23 PAGA and applicable Labor Code sections, including Labor Code § 2699(k)(1), in an amount
24 according to proof and subject to Court approval;

25 13. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of
26 California on readily calculable monies due to the extent provided by California law and
27 authorized under the PAGA, in an amount according to proof;

28

1 14. For the Court to otherwise determine the appropriate remedy to compensate
2 Plaintiffs and each Aggrieved Employee as required to promote fairness and justice; and

3 15. For such other and further relief as this Court may deem necessary, proper and/or
4 just.

5 DATED: May 15, 2026

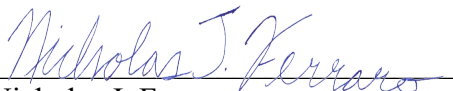
D.LAW, INC.

6
7 By 
Roman Shkodnik
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8
9 Attorneys for Plaintiff
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10
11 DATED: May 15, 2026

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**

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