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Superior Court of California
County of Fresno
By: Jonathan Maddon, Deputy

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

ALEJANDRO CHAVEZ CASTRO
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

CALIFORNIA INDUSTRIAL RUBBER CO, a
California corporation; JEFF TRENT BRUST,
an Individual; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **25CECG02713**

**CLASS ACTION AND PAGA
COMPLAINT FOR DAMAGES AND
PENALTIES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);**
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);**
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);**
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);**
- (5) Violation of California Labor Code 201 and 202 (Final Wages Not Timely Paid);**
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);**
- (7) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);**
- (8) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed**

Business Expenses);

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

(10) Violation of California Labor Code §2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

Plaintiff ALEJANDRO CHAVEZ CASTRO ("Plaintiff"), hereby submits their Class Action and PAGA Complaint against Defendants CALIFORNIA INDUSTRIAL RUBBER CO , a California corporation; JEFF TRENT BRUST, an individual; and Does 1-50 (hereinafter collectively referred to as "Defendants"), as an individual and on behalf of the Class of all other similarly situated employees and Aggrieved Employees pursuant to the California Private Attorney General Act and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the violations of the California Labor Code that pertain to claims under the California Labor Code for compensatory damages, restitution, penalties, wages, premium pay, wage statements, and reimbursements to employees.

2. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

3. Venue is proper in Fresno County because Plaintiff worked for Defendant in this County and Defendant maintain offices, employ individuals, and transactions business in this County.

PARTIES

4. On or about January 9, 2023, Plaintiff began working for Defendants as a non-exempt employee. On or about August 31, 2024 Plaintiff's employment ended. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code.

5. Defendant CALIFORNIA INDUSTRIAL RUBBER CO, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Fresno.

6. Defendant JEFF TRENT BRUST, at all times herein mentioned, was and is, upon information and belief, an Individual, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Fresno.

7. At all relevant times, Defendants were the "employers" of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants CALIFORNIA INDUSTRIAL RUBBER CO, JEFF TRENT BRUST and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues

1 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
2 information and belief alleges, that each of the defendants designated as a DOE is legally
3 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
4 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
5 Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities
6 when the same have been ascertained.

7 **CLASS ACTION ALLEGATIONS**

8 10. Plaintiff brings this action on their own behalf and on behalf of all other members
9 of the general public similarly situated, and, thus, seeks class certification under California Code
10 of Civil Procedure section 382. Plaintiff reserves the right to establish additional subclasses if
11 appropriate.

12 11. The proposed class is defined as follows:

13 All current and former non-exempt employees who worked for any of the Defendants
14 within the State of California at any time during the period from four years preceding the filing of
15 this Complaint to final judgment.

- 16 a. All of Defendant's current and former non-exempt California employees who
17 worked more than 3.5 hours in a shift at any time from four years prior to the filing
18 of this complaint to the present (REST BREAK SUB-CLASS");
- 19 b. All of Defendant's current and former non-exempt California employees who
20 worked more than 5 hours in a shift at any time from four years prior to the filing
21 of this complaint to the present ("MEAL BREAK SUB-CLASS");
- 22 c. All of Defendant's current and former non-exempt California employees who
23 worked more than 8 hours in a shift at any time from four years prior to the filing
24 of this complaint to the present (OVERTIME SUB-CLASS");
- 25 d. All of Defendant's current and former non-exempt California employees who were
26 not paid for all business-related expenses at any time from four years prior to the
27 filing of this complaint to the present ("REIMBURSEMENT SUB-CLASS")

1 12. **Numerosity and Ascertainability:** The members of the Class are so numerous
2 that joinder of all members would be impractical, if not impossible. The identity of the members
3 of the Class is readily ascertainable by review of Defendants records, including payroll records.
4 Plaintiff alleges that Defendants: (a) failed to provide accurate, itemized wage statements in
5 violation of Labor Code § 226; (b) failed to pay overtime for all hours worked, in violation of
6 Labor Code §§ 510, 558, 1194, and 1197.1; (c) failed to pay minimum wages for all hours worked
7 in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failed to provide off-duty meal
8 and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failed to pay all earned wages to
9 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
10 IWC Wage Orders; (f) failed to reimburse business expenses in violation of Labor Code § 2802;
11 and (g) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code,
12 including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1,
13 and the applicable IWC Wage Orders.

14 13. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
15 necessary steps to represent fairly and adequately the interests of the class defined above.
16 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the
17 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions
18 in the past and currently have a number of wage-and-hour class actions pending in California
19 courts.

20 14. Defendants uniformly administered a corporate policy, practice that (a) failed to
21 pay all wages for all hours worked; (b) failed to provide accurate itemized wage statements in
22 violation of Labor Code § 226; (c) failed to pay overtime and sick pay based on the correct regular
23 rate; (d) failed to provide duty-free meal and rest breaks; (e) failed to pay meal and rest break
24 premium wages based on the correct regular rate; (f) failed to pay all wages due upon separation
25 of employment; and (g) engaged in Unfair Business Practices in violation of the UCL, the
26 California Labor Code, including without limitation, California Labor Code §§ 201-204, 233, 226,
27 226.7, 246, 510, 512, 558, 1194, 2802, and the applicable IWC Wage Orders.

1 15. **Common Question of Law and Fact:** There are predominant common questions
2 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
3 concerning Defendants: (a) failing to provide accurate, itemized wage statements in violation of
4 Labor Code § 226; (b) failing to pay overtime for all hours worked in violation of Labor Code §§
5 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages for all hours worked, in violation
6 of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-duty meal and rest
7 breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to pay all earned wages to
8 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
9 IWC Wage Orders; (f) failing to reimburse business expenses in violation of Labor Code § 2802;
10 and (g) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code,
11 including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1,
12 and the applicable IWC Wage Orders.

13 16. **Typicality:** Plaintiffs claims are typical of all other class members' as demonstrated
14 herein. Plaintiff will fairly and adequately protect the interests of the other class members with
15 whom she has a well-defined community of interest.

16 17. The California Labor Code and upon which Plaintiff bases these claims is broadly
17 remedial in nature. These laws and labor standards serve an important public interest in
18 establishing minimum working conditions and standards in California. These laws and labor
19 standards protect the average working employee from exploitation by employers who may seek
20 to take advantage of superior economic and bargaining power in setting onerous terms and
21 conditions of employment.

22 18. The nature of this action and the format of laws available to Plaintiff and members
23 of the Class identified herein make the class action format a particularly efficient and appropriate
24 procedure to redress the wrongs alleged herein. If each employee were required to file an
25 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage
26 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff
27 with Defendant's vastly superior financial and legal resources. Requiring each Class member to
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1 pursue an individual remedy would also discourage the assertion of lawful claims by employees
2 who would be disinclined to file an action against their former and/or current employer for real
3 and justifiable fear of retaliation and permanent damage to their careers at subsequent
4 employment.

5 19. The prosecution of separate actions by the individual class members, even if
6 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
7 to individual Class members against the Defendant and which would establish potentially
8 incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to
9 individual Class members which would, as a practical matter, be dispositive of the interest of the
10 other Class members not parties to the adjudications or which would substantially impair or
11 impede the ability of the Class members to protect their interests. Further, the claims of the
12 individual members of the Class are not sufficiently large to warrant vigorous individual
13 prosecution considering all of the concomitant costs and expenses.

14 20. Such a pattern, practice and uniform administration of corporate policy regarding
15 illegal employee compensation described herein is unlawful and creates an entitlement to
16 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime,
17 unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay,
18 applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
19 California Labor Code §§ 201-203, 218.5, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198,
20 and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

21 21. Proof of a common business practice or factual pattern, which the named Plaintiff
22 experienced and is representative of, will establish the right of each of the members of the Class
23 to recovery on the causes of action alleged herein.

24 22. The Class is commonly entitled to a specific fund with respect to the compensation
25 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of
26 those funds being improperly withheld by Defendant. This action is brought for the benefit of the
27 entire class and will result in the creation of a common fund.

1 **GENERAL ALLEGATIONS**

2 23. At all relevant times set forth herein, Defendants employed Plaintiff and other
3 persons as nonexempt employees within the State of California, County of Fresno.

4 24. Defendants, jointly and severally, employed Plaintiff as a nonexempt employee,
5 from approximately January 9, 2023, to approximately August 31, 2024, in the State of California,
6 County of Fresno. Employers wage and hour practices affected all current and former nonexempt
7 employees.

8 25. Defendants hired Plaintiff and the other class members and classified them as non-
9 exempt employees and failed to compensate them for all hours worked and missed meal periods
10 and/or rest breaks.

11 26. Defendants had the authority to hire and terminate Plaintiff and the other class
12 members, to set work rules and conditions governing Plaintiffs and the other class members'
13 employment, and to supervise their daily employment activities.

14 27. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs
15 and the other class members' employment for them to be joint employers of Plaintiff and the other
16 class members.

17 28. Defendants directly hired and paid wages and benefits to Plaintiff and the other
18 class members.

19 29. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
20 forty (40) hours in a week during their employment with Defendants.

21 30. Plaintiff is informed and believes, and based thereon alleges, that Defendant
22 engaged in a pattern and practice of wage abuse against non-exempt employees within the State
23 of California. This pattern and practice involved, failing to pay them for all regular and/or overtime
24 wages earned and for missed meal periods and rest breaks and providing them accurate wage
25 statements in violation of California law. Specifically, Plaintiff and the other class members were
26 also subject to a deduction of \$1.50 termed a "W/H – Fee" that was not a permitted deduction from
27 wages.

1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and the other class members were entitled to receive all wages
3 owed to them upon discharge or resignation, including overtime and minimum wages and meal
4 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
5 time of their discharge or resignation. Defendants also instituted a systematic detrimental time
6 recording system that deprived Plaintiff and class members of all compensable work time.

7 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
8 or should have known that Plaintiff and the other class members were entitled to receive all wages
9 owed to them during their employment. Plaintiff and the other class members did not receive
10 payment of all wages, including overtime and minimum wages and meal and rest period premiums,
11 within any time permissible under California Labor Code section 204.

12 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
13 or should have known that Plaintiff and the other class members were entitled to receive complete
14 and accurate wage statements in accordance with California law, but, in fact, they did not receive
15 complete and accurate wage statements from Defendants. The deficiencies included, inter alia, the
16 failure to include the total number of hours worked by Plaintiff and the other class members.

17 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
18 or should have known that Defendants had to keep complete and accurate payroll records for
19 Plaintiff and the other class members in accordance with California law, but, in fact, did not keep
20 complete and accurate payroll records.

21 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
22 or should have known that Plaintiff and the other class members were entitled to reimbursement
23 for necessary business-related expenses.

24 36. During the relevant time period, Defendants failed to pay overtime wages to
25 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class
26 members were required to work more than eight (8) hours per day and/or forty (40) hours per week
27 without overtime compensation for all overtime hours worked.

1 37. During the relevant time period, Defendants failed to provide all requisite
2 uninterrupted meal and rest periods to Plaintiff and the other class members. During the relevant
3 time period, Defendants required Plaintiff and the other class members to remain on Defendants'
4 premises during purported rest periods, thereby failing to relieve them of all employer control.

5 38. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members at least minimum wages for all hours worked.

7 39. During the relevant time period, Defendants failed to pay Plaintiff and the other
8 class members all wages owed to them upon discharge or resignation.

9 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members all wages within any time permissible under California law, including, inter alia,
11 California Labor Code section 204.

12 41. During the relevant time period, Defendants failed to provide complete or accurate
13 wage statements to Plaintiff and the other class members.

14 42. During the relevant time period, Defendants failed to keep complete or accurate
15 payroll records for Plaintiff and the other class members.

16 43. During the relevant time period, Defendants failed to reimburse Plaintiff and the
17 other class members for all necessary business-related expenses and costs.

18 **FIRST CAUSE OF ACTION**

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

20 **(Against all Defendants, and DOES 1 through 100)**

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

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

27 46. Specifically, the applicable IWC Wage Order provides that Defendants are and
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1 were required to pay Plaintiff and the other class members employed by Defendants, and
2 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
3 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
4 forty (40) hours in a workweek.

5 47. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and the other class members overtime compensation at a rate of two
7 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

8 48. California Labor Code section 510 codifies the right to overtime compensation at
9 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
10 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
11 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of
12 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

13 49. During the relevant time period, Plaintiff and the other class members worked in
14 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

15 50. During the relevant time period, Defendants intentionally and willfully failed to
16 pay overtime wages owed to Plaintiff and the other class members.

17 51. Defendants' failure to pay Plaintiff and the other class members the unpaid
18 balance of overtime compensation, as required by California laws, violates the provisions of
19 California Labor Code sections 510 and 1198, and is therefore unlawful.

20 52. Pursuant to California Labor Code section 1194, Plaintiff and the other class
21 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
22 attorneys' fees.

23 **SECOND CAUSE OF ACTION**

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

25 **(Against all Defendants and DOES 1 through 100)**

26 53. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
27 though fully set forth herein.

1 54. At all relevant times, the IWC Order and California Labor Code sections
2 226.7 and 512(a) were applicable to Plaintiffs and the other class members' employment by
3 Defendants.

4 55. At all relevant times, California Labor Code section 226. 7 provides that no
5 employer shall require an employee to work during any meal or rest period mandated by an
6 applicable order of the California IWC. At all relevant times, the applicable IWC Wage Order
7 and California Labor Code section 512(a) provide that an employer may not require, cause or
8 permit an employee to work for a work period of more than five (5) hours per day without
9 providing the employee with a meal period of not less than thirty (30) minutes, except that if the
10 total work period per day of the employee is no more than six (6) hours, the meal period may
11 be waived by mutual consent of both the employer and employee.

12 56. At all relevant times, the applicable IWC Wage Order and California Labor Code
13 section 512(a) further provide that an employer may not require, cause or permit an employee to
14 work for a work period of more than ten (10) hours per day without providing the employee with
15 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
16 hours worked is no more than twelve (12) hours, the second meal period may be waived by
17 mutual consent of the employer and the employee only if the first meal period was not waived.

18 57. During the relevant time period, Plaintiff and the other class members who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
20 legally-mandated meal periods by mutual consent, were required to work for periods longer than
21 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/ or
22 rest period.

23 58. During the relevant time period, Plaintiff and the other class members who were
24 scheduled to work for a period of time in excess of six (6) hours were required to work for
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
26 (30) minutes and/or rest period. During the relevant time period, Defendants intentionally and
27 willfully required Plaintiff and the other class members to work during meal periods and failed
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1 to compensate Plaintiff and the other class members the full meal period premium for work
2 performed during meal periods.

3 59. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members the full meal period premium due pursuant to California Labor Code section
5 226.7.

6 60. Defendants' conduct violates applicable IWC Wage Order and California Labor
7 Code sections 226.7 and 512(a). Pursuant to applicable IWC Wage Order and California Labor
8 Code section 226.7(c), Plaintiff and the other class members are entitled to recover from
9 Defendants one additional hour of pay at the employee's regular rate of compensation for each
10 workday that the meal or rest period is not provided.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226. 7)**

13 **(Against All Defendants and DOES 1 through 100)**

14 61. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
15 though fully set forth herein.

16 62. At all times herein set forth, the applicable IWC Wage Order and California
17 Labor Code section 226. 7 were applicable to Plaintiff's and the other class members'
18 employment by Defendants.

19 63. At all relevant times, California Labor Code section 226. 7 provides that no
20 employer shall require an employee to work during any rest period mandated by an applicable
21 order of the California IWC.

22 64. At all relevant times, the applicable IWC Wage Order provides that "[e]very
23 employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period" and that the "rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
26 hours or major fraction thereof unless the total daily work time is less than three and one-half (3
27 ½) hours.

1 65. During the relevant time period, Defendants required Plaintiff and other class
2 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
3 period per each four (4) hour period worked.

4 66. During the relevant time period, Defendants willfully required Plaintiff and the
5 other class members to work during rest periods and failed to pay Plaintiff and the other class
6 members the full rest period premium for work performed during rest periods.

7 67. During the relevant time period, Defendants failed to pay Plaintiff and the other
8 class members the full rest period premium due pursuant to California Labor Code section 226.7

9 68. Defendants' conduct violates applicable IWC Wage Orders and California Labor
10 Code section 226.7. Pursuant to the applicable IWC Wage Orders and California Labor Code
11 section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants
12 one additional hour of pay at the employees' regular hourly rate of compensation for each
13 workday that the rest period was not provided.

14 **FOURTH CAUSE OF ACTION**

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

16 **(Against all Defendants and DOES 1 through 100)**

17 69. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
18 though fully set forth herein.

19 70. At all relevant times, California Labor Code sections 1194, 1197, and 1197 .1
20 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
21 than the minimum so fixed is unlawful.

22 71. During the relevant time period, Defendants failed to pay minimum wage to
23 Plaintiff and the other class members as required, pursuant to California Labor Code sections
24 1194, 1197, and 1197.1.

25 72. Defendants' failure to pay Plaintiff and the other class members the minimum
26 wage as required violates California Labor Code sections 1194, 1197, and 1197 .1. Pursuant to
27 those sections, Plaintiff and the other class members are entitled to recover the unpaid balance
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of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

73. Pursuant to California Labor Code section 1197 .1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

74. Pursuant to California Labor Code section 1194 .2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against All Defendants and DOES 1 through 100)

75. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

76. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

77. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in

1 accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty
2 from the due date thereof at the same rate until paid or until an action is commenced; but the
3 wages shall not continue for more than thirty (30) days.

4 78. Plaintiff and the other class members are entitled to recover from Defendants the
5 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
6 pursuant to California Labor Code section 203.

7 **SIXTH CAUSE OF ACTION**

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

9 **(Against All Defendants, and DOES 1 through 100)**

10 79. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
11 though fully set forth herein.

12 80. At all material times set forth herein, California Labor Code section 226(a)
13 provides that every employer shall furnish each of his or her employees an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
15 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
16 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
17 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
18 dates of the period for which the employee is paid, (7) the name of the employee and his or her
19 social security number, (8) the name and address of the legal entity that is the employer, and (9)
20 all applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate by the employee. The deductions made from payments of wages shall
22 be recorded in ink or other indelible form, properly dated, showing the month, day, and year,
23 and a copy of the statement or a record of the deductions shall be kept on file by the employer
24 for at least three years at the place of employment or at a central location within the State of
25 California.

26 81. Defendants have intentionally and willfully failed to provide Plaintiff and the
27 other class members with complete and accurate wage statements. The deficiencies include, but
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are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

82. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

83. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

84. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

85. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code§ 1174(d))

(Against all Defendants and DOES 1 through 100)

86. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

87. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

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1 88. Defendants have intentionally and willfully failed to keep accurate and complete
2 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class
3 members.

4 89. As a result of Defendants' violation of California Labor Code section 1174(d),
5 Plaintiff and the other class members have suffered injury and damage to their statutorily protected
6 rights.

7 90. More specifically, Plaintiff and the other class members have been injured by
8 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
9 they were denied both their legal right and protected interest, in having available, accurate and
10 complete payroll records pursuant to California Labor Code section 1174(d).

11 **EIGHTH CAUSE OF ACTION**

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

13 **(Against All Defendants and DOES 1 through 100)**

14 91. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
15 though fully set forth herein.

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

20 93. Plaintiff and the other class members incurred necessary business-related expenses
21 and costs that were not fully reimbursed by Defendants.

22 94. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
23 other class members for all necessary business-related expenses and costs.

24 95. Plaintiff and the other class members are entitled to recover from Defendants their
25 business-related expenses and costs incurred during the course and scope of their employment,
26 plus interest accrued from the date on which the employee incurred the necessary expenditures at
27 the same rate as judgments in civil actions in the State of California.

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

4 96. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set for herein.

6 97. Defendants, and each of them, have engaged and continue to engage in unfair and
7 unlawful business practices in California by practicing, employing and utilizing the employment
8 practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked, in
9 violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum wages for all
10 hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide
11 off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse
12 business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair Business
13 Practices in violation of the UCL, all in violation of the California Labor Code and applicable IWC
14 Wage Orders.

15 98. Defendants' utilization of such unfair and unlawful business practices constitutes
16 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

17 99. Plaintiff seeks, individually and on behalf of other members of the Class similarly
18 situated, full restitution of monies, as necessary and according to proof, to restore any and all
19 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
20 complained of herein.

21 100. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
22 mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as
23 proscribed by California Business and Professions Code § 17200, et seq., including those set forth
24 herein above thereby depriving Plaintiff and other members of the Class the minimum working
25 condition standards and conditions due to them under the California laws and the applicable IWC
26 Wage Orders as specifically described therein.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFFS AS PROXIES FOR THE STATE OF CALIFORNIA AGAINST ALL**
4 **DEFENDANTS)**

5 101. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set forth herein.

7 102. Plaintiff brings this cause of action as proxies for the State of California and in
8 this capacity, seek penalties on behalf of all Aggrieved Employees for Defendant's violations of
9 Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, from
10 February 28, 2023, through the present, for (a) failing to pay minimum, regular and/or overtime
11 for all hours worked, including without limitation, time that class members spent to check
12 whether their scheduled shifts were modified or cancelled in violation of Labor Code §§ 510,
13 558, 1194, and 1197.1; (b) failing to pay minimum, regular and/or overtime wages for all hours
14 worked, including without limitation, time that class members spent maintaining and cleaning
15 uniforms in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide off-
16 duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to pay proper
17 reporting time wages in violation of Labor Code §§ 201-204, 510, 558, 1174, 1194, 1198, and
18 1199 and the applicable Wage Order; (e) failing to reimburse business expenses in violation of
19 Labor Code § 2802.

20 103. On or about November 21, 2024, Plaintiff sent written notice to the California
21 Labor & Workforce Development Agency (the "LWDA") and Defendants via certified mail of
22 Defendants' violations of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
23 1197.1, 1198 and 2802 pursuant to the PAGA. Plaintiff was provided a LWDA number of
24 LWDA-CM-1062932-24.

25 104. As of the date of this filing, the LWDA has not provided written notice regarding
26 whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notices.
27 Therefore, Plaintiff may seek any and all applicable penalties under PAGA.
28

105. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198 and 2802 for the time periods described above, as proxies for the State of California and on behalf of other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for all unpaid minimum, regular, and overtime wages and penalties pursuant to statute as set forth in California Labor Code §§ 201-204, 510, and 1194, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 558, 1197, and 1197.1, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, 558, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 1194, 1197, 1197.1 and 1194.2, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action for damages and/or penalties pursuant to California Labor Code §§ 201, 202 and 203, and for costs and attorneys' fees;
9. Upon the Sixth Cause of Action, for all penalties pursuant to Labor Code § 226, and for costs and attorneys' fees;
10. Upon the Seventh Cause of Action, for penalties pursuant to California Labor Code §§ 1174.5, and for costs and attorneys' fees;
11. Upon the Eighth Cause of Action, for damages and/or penalties, costs and

1 attorneys' fees pursuant to Labor Code § 2802; and for costs and attorneys' fees;

2 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly
3 affected members of the general public of all funds unlawfully acquired by Defendants by
4 any acts or practices declared by this Court to be in violation of Business and Professions
5 Code § 17200, *et seq.*, for the time periods described above and for costs and attorneys'
6 fees;

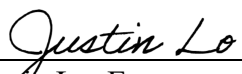
7 13. Upon the Tenth Cause of Action, for civil penalties, costs and attorneys' fees
8 pursuant to Labor Code §§ 226.3 and 2699;

9 14. On all causes of action, for attorneys' fees and costs as provided by California
10 Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5;
11 and;

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

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14 Dated: June 9, 2025

WORK LAWYERS PC

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17 _____
18 Justin Lo, Esq.
19 Attorney for Plaintiff ALEJANDRO CHAVEZ
20 CASTRO and the CLASS
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