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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ARNULFO LABIOS, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

NAPHCARE U.S., INC., an Alabama
corporation; NAPHCARE OF SAN DIEGO
LLC, a California limited liability company;
NAPHCARE PHARMACY, LLC, an Alabama
limited liability company, NAPHCARE US DE,
LLC, a Delaware limited liability company;
NAPHCARE WHOLESALE DISTRIBUTION,
LLC, an Alabama limited liability company;
NAPHCARE, INC., an Alabama corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-16214

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

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
6. Failure to Timely Pay Final Wages at Termination (Lab. Code §§ 201-203);
7. Failure to Produce Requested Employment Records (Lab. Code §§ 226 and 1198.5);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and
9. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.).

DEMAND FOR JURY TRIAL

FILED
2025 JAN 14 PM 12:19
STEPHANIE BOHRER, CLERK
BY MARCOS GOMEZ

FILE BY FAX

1 Plaintiff ARNULFO LABIOS (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, individually and on behalf of all other members of the public similarly
4 situated, alleges as follows:

5 **THE PARTIES**

6 1. Plaintiff is a California resident who worked for Defendants NAPHCARE U.S.,
7 INC., NAPHCARE OF SAN DIEGO LLC, NAPHCARE PHARMACY, LLC, NAPHCARE US
8 DE, LLC, NAPHCARE WHOLESALE DISTRIBUTION, LLC, NAPHCARE, INC., and DOES 1
9 through 10 (“Defendants”) in California as a nonexempt employee paid hourly from approximately
10 September 2020 through September 2024.

11 2. Plaintiff reserves the right to seek leave to amend this complaint to add new
12 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
13 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as
14 well as to add additional claims.

15 3. Plaintiff alleges, on information and belief, that Defendants are, and at all times
16 herein mentioned, were:

17 (a) Business entities qualified to do business and actually conducting business
18 in numerous counties throughout the State of California, including in San
19 Joaquin County; and,

20 (b) The former employers of Plaintiff and the current and/or former employer
21 of the Class Members because Defendants engaged Plaintiff and the Class
22 to work; and/or suffered and permitted Plaintiff and the Class to work, and/or
23 controlled or had the power and authority to control their wages, hours, or
24 working conditions;

25 4. At all relevant times, Defendants were and are legally responsible for all of the
26 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
27 foregoing paragraphs as the employer of Plaintiff and of the Class. Further, Defendants are
28 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of

1 “respondeat superior.”

2 5. Plaintiff does not know the true names or capacities of the persons or entities sued
3 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
4 of the Doe Defendants were in some manner legally responsible for the damages suffered by
5 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
6 names and capacities of these Defendants when they have been ascertained, together with
7 appropriate charging allegations, as may be necessary. At all times mentioned herein, Does 1-10,
8 inclusive, and each of them, were residents of, doing business in, availed themselves of the
9 jurisdiction of, and/or injured Plaintiff and a significant number of the Class Members in the State
10 of California.

11 6. Defendants were and are legally responsible for all of the unlawful conduct,
12 policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as
13 the employer of Plaintiff and of the Class. Further, Defendants are responsible for each of the
14 unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

15 7. Plaintiff alleges, on information and belief, that, at all relevant times, each
16 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
17 other employees described in the class definitions below, and exercised control over their wages,
18 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
19 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
20 controlling shareholder, subsidiary, affiliate, parent corporation, successor-in-interest and/or
21 predecessor-in-interest of some or all of the other Defendants, and was engaged with some or all
22 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
23 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
24 below. Plaintiff alleges, on information and belief, that each Defendant acted pursuant to and
25 within the scope of the relationships alleged above, that each Defendant knew or should have
26 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
27 of all other Defendants. Defendants are thus jointly and severally liable to Plaintiff and the Class
28 Members on the claims asserted in this action.

1 8. Plaintiff alleges, on information and belief, that, at all relevant times, Defendants,
2 and each of them, were joint employers of Plaintiff and of the Class Members because they exerted
3 significant control over these employees and dictated essential terms and conditions of
4 employment, including, but not limited to, setting employees' wages and paying them, sending
5 employees to different Defendants' places of business to perform part of their job duties there, and
6 to work some of their work hours at different Defendants' locations, as well as to use various
7 equipment types at those Defendants' locations. Defendants are thus jointly and severally liable
8 to Plaintiff and the Class Members on the claims asserted in this action.

9 9. Plaintiff also alleges, on information and belief, that Defendants operated as an
10 integrated enterprise and are thus jointly and severally liable to Plaintiff and the Class Members
11 on the claims asserted in this action because they had (1) common ownership or financial control,
12 (2) common management, (3) centralized control of labor relations, and/or (4) an interrelation of
13 operations of Defendants.

14 10. Plaintiff is informed and believes, and, on that basis, alleges that those Defendants
15 who are individuals ("Alter Ego Defendants") so dominated and controlled Defendants who were
16 business entities (collectively, "Corporate Defendants") that failure to disregard the purported
17 corporate entities, partnerships, companies, and/or organizations would sanction fraud and
18 promote injustice.

19 11. Specifically, the Alter Ego Defendants:

- 20 (a) treated the assets of the Corporate Defendants, as if they were their own;
- 21 (b) diverted assets from the Corporate Defendants to themselves to the detriment
- 22 of the creditors of the Corporate Defendants;
- 23 (c) were original incorporators and/or officers and/or directors and/or partners
- 24 and/or trustees and/or members and/or managing members of the Corporate
- 25 Defendants;
- 26 (d) were and/or are shareholders and/or members and/or managing members
- 27 and/or have had equitable ownership in and/or financial interest in the
- 28 Corporate Defendants;

- (e) used the Corporate Defendants as a mere instrumentality or “alter ego”;
- (f) have preferred themselves, or their personal creditors, or creditors with personal guarantees as creditors of the Corporate Defendants, to the detriment of Plaintiff and of the Class Members; and/or,
- (g) actively participated in or consciously ratified the acts, conduct, and event that the Corporate Defendants contend gives rise herein to any defense.

12. Recognition of the separate existence of the Alter Ego Defendants would perpetrate a fraud and/or circumvent a statute and/or otherwise accomplish some wrongful or inequitable purpose. The facts are such that adherence to the fiction of the separate existence of the Alter Ego Defendants would, under the circumstances of this case, sanction a fraud or promote injustice or permit the Alter Ego Defendants to evade their liability.

13. Plaintiff is informed and believes, and, on that basis, alleges that the Corporate Defendants, and each of them, and at all times herein mentioned:

- (a) were mere shells and shams without capital, assets, stock, or stockholders, and conduits, through which the Alter Ego Defendants carried on their business in the corporate name, exactly as before incorporation, exercising complete control and dominance of such business to such an extent that any individuality or separateness of the Corporate Defendants and the Alter Ego Defendants never existed;
- (b) were conceived, intended, and used by the Alter Ego Defendants to avoid individual liability and for the purpose of substituting a financially insolvent business entity in the place of Alter Ego Defendants;
- (c) were so inadequately capitalized that, compared with the business to be done by them and the risks of loss attendant thereon, its capitalization was illusory or trifling;
- (d) had no stock authorized to be issued or issued, nor has any permit for issuance of stock been applied for;
- (e) were being used, and their assets being used, by Alter Ego Defendants, for

1 their personal uses, causing assets of the Corporate Defendants to be
2 transferred to Alter Ego Defendants without adequate consideration, and
3 withdrawing funds from the Corporate Defendants' bank accounts for
4 personal use; and/or,

5 (f) were completely controlled, dominated, managed, and operated by the Alter
6 Ego Defendants, who intermingled the Corporate Defendants' assets to suit
7 the convenience the Alter Ego Defendants.

8 **JURISDICTION AND VENUE**

9 14. This Court has jurisdiction over this matter because Plaintiff brings this Complaint
10 for various violations of the Labor Code (including a claim pursuant to the Private Attorney
11 General Act of 2004) and California Industrial Welfare Commission ("IWC") orders, Defendants
12 are business entities operating in California, and Plaintiff is a California resident.

13 15. This class action is brought pursuant to California Code of Civil Procedure section
14 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal
15 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
16 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
17 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
18 Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed
19 \$75,000.

20 16. Venue is proper in this judicial district because Defendants maintain offices, have
21 agents, and/or transact business in the County of San Joaquin, California.

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

23 17. Plaintiff worked for Defendants in California as a non-exempt employee and was
24 paid hourly. Defendants typically scheduled Plaintiff to work at least four days in a workweek and
25 at least twelve hours per day, but Plaintiff often worked more than twelve hours per day and forty
26 (40) hours in a workweek.

27 18. Plaintiff brings this action against Defendants for Labor Code violations and unfair
28 business practices stemming from Defendants' failure to pay for all hours worked (including

1 minimum, straight time, and overtime wages), failure to provide legally compliant meal periods,
2 failure to authorize and permit rest periods, failure to furnish accurate wage statements, failure to
3 pay final wages at termination, and failure to provide requested records. Defendant's managers
4 also engaged in systematic and widespread altering of time records to hide Labor Code violations.
5 As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of
6 the class.

7 19. Plaintiff brings the First through Eighth Causes of Action individually and as a class
8 action on behalf of himself and certain current and former employees of Defendants (hereinafter
9 collectively referred to as the "Class" or "Class Members," and defined more fully below). The
10 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
11 California as an hourly-paid or non-exempt employee during the statute of limitations period
12 applicable to the claims pleaded here.

13 20. Plaintiff brings the Ninth Cause of Action as a representative action under the Labor
14 Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. ("PAGA") to recover civil
15 penalties that are owed to Plaintiff, the State of California, and past and present non-exempt
16 employees employed by Defendants in the State of California during the statute of limitations
17 period for their PAGA claim (herein after referred to as the "Aggrieved Employees").

18 21. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including San Joaquin County. As such and based
20 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
21 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
22 Professions Code.

23 22. Despite these requirements, throughout the statutory period, Defendants willfully
24 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class
25 and instead maintained a systematic, company-wide policy and practice of including, but not
26 limited to, the following violations on a regular basis:

- 27 (a) Failing to pay employees for all hours worked, including minimum, straight
28 time, and overtime wages. For example, Defendants:

- 1) required employees to perform work off-the-clock, without compensation; and/or
 - 2) failed to pay for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or
 - 3) required them to continue working during unpaid meal and rest periods. For instance, Defendants automatically deducted hours for meal periods from the Plaintiff's time, even though these meal breaks were non-compliant with applicable law. Plaintiff also worked during his mandatory rest periods; and/or
 - 4) failed to maintain accurate records of the hours worked.
- (b) Failing to provide employees with timely and duty-free meal periods; for example, Defendants:
- 1) required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work; and/or
 - 2) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks, which could not be completed without working in lieu of taking mandatory meal periods; and/or
 - 3) prohibited Plaintiff from leaving the premises for meal periods; and/or
 - 4) failed to organize the timekeeping system to accurately maintain records of meal breaks taken.
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods. For example, Defendants:
- 1) required employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-

minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours); and/or

2) failed to compensate employees for rest periods that were not authorized or permitted; and/or

3) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods.

(d) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the accurate rest and meal break premiums, overtime wages, total hours worked, gross wages, and net wages, among other things.

(e) Failing to timely pay employees their final wages due upon separation of employment, including, but not limited to, all expenditures, minimum wages, straight time wages, overtime wages, meal and rest period premium wages.

(f) Falsifying and/or altering time records to avoid paying all hours worked, overtime rates, and meal and rest break penalties as required Lab. Code §§1174(d), 1198. For instance, Defendants automatically deducted hours for meal periods from the Plaintiff's time, even though these meal breaks were non-compliant with applicable law.

(g) Failing to produce requested employment records.

(h) Failing to provide Notice to Employee in violation of Lab. Code § 2810.5.

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

24. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

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

CLASS ACTION ALLEGATIONS

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

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

28. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

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

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

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

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

(c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect

the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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

- 4 (a) Failed to pay Class Members for all hours worked, including minimum,
5 straight time, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to Class
7 Members;
- 8 (c) Failed to authorize and permit rest periods and pay rest period premium
9 wages to Class Members;
- 10 (d) Failed to provide Class Members with accurate wage statements;
- 11 (e) Failed to provide Class Members with timely final wages;
- 12 (f) Failed to timely produce all of the requested records; and
- 13 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
14 result of their illegal conduct as described above.

15 33. This Court should permit this action to be maintained as a class action pursuant to
16 California Code of Civil Procedure § 382 because:

- 17 (a) The questions of law and fact common to the Class predominate over any
18 question affecting only individual members;
- 19 (b) A class action is superior to any other available method for the fair and
20 efficient adjudication of the claims of the members of the Class;
- 21 (c) The members of the Class are so numerous that it is impractical to bring all
22 members of the class before the Court;
- 23 (d) Plaintiff, and the other members of the Class, will not be able to obtain
24 effective and economic legal redress unless the action is maintained as a
25 class action;
- 26 (e) There is a community of interest in obtaining appropriate legal and equitable
27 relief for the statutory violations, and in obtaining adequate compensation
28 for the damages and injuries for which Defendants are responsible in an

amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

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

FIRST CAUSE OF ACTION

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

35. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

1 36. “Hours worked” is the time during which an employee is subject to the control of
2 an employer and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

4 37. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff
5 and the Class compensation for all hours they worked. For instance, Defendants automatically
6 deducted hours for meal periods from the Plaintiff’s time, even though these meal breaks were non-
7 compliant with applicable law. Plaintiff also worked during his mandatory rest periods. By their
8 failure to pay compensation for each hour worked as alleged above, Defendants willfully violated
9 the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such
10 compensation to non-exempt employees.

11 38. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
12 time wages for all non-overtime hours worked for Defendants.

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

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

19 41. By failing to keep adequate time records required by Labor Code § 1174(d),
20 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
21 Plaintiff and the Class.

22 42. Pursuant to Labor Code § 1194.2, Plaintiff and the Class are entitled to recover
23 liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

24 43. Labor Code § 204 requires employers to provide employees with all wages due and
25 payable twice a month. Throughout the statute of limitations period applicable to this cause of
26 action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law,
27 including minimum and straight time wages. However, during all such times, Defendants
28 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to

1 pay those wages twice a month.

2 44. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
3 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§
4 218.5, 218.6, and 1194(a).

5 **SECOND CAUSE OF ACTION**

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

7 45. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
8 paragraphs.

9 46. California Labor Code §§510, 1194 and 1198 require employers to pay at least
10 minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and
11 one-half times the regular rate of pay for more than eight hours in one workday or more than forty
12 hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at
13 least twice the regular rate of pay for work in excess of twelve hours in one workday or work in
14 excess of eight hours on any seventh day of a workweek. For purposes of computing the overtime
15 rate of compensation required to be paid to a non-exempt full time salaried employee, the
16 employee's regular hourly rate shall be 1/40th of the employee's weekly salary. The regular rate
17 shall be 1/8th of the employee's daily rate. Payment of a fixed salary to a non-exempt employee
18 shall be deemed to provide compensation only for the employee's regular, non-overtime hours,
19 notwithstanding any private agreement to the contrary. (Lab. Code §515(d))

20 47. At all times relevant to this Complaint, Plaintiff and the Class were non-exempt
21 employees and regularly worked more than eight hours in a workday and/or more than forty (40)
22 hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194,
23 and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime
24 hours worked as required under the foregoing provision of the California Labor Code and IWC
25 Wage Order by, among other things: failing to pay overtime at one and one-half or double the
26 regular rate of pay; requiring, permitting or suffering Plaintiff to work off the clock; requiring,
27 permitting or suffering Plaintiff to work through meal and rest breaks but not compensating them
28

1 for this time and failing to include this time in their hours worked; illegally and inaccurately
2 recording time in which Plaintiff worked; and failing to properly maintain Plaintiff's records.

3 48. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
4 overtime compensation for the hours they have worked in excess of eight (8) hours in a workday
5 and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

6 49. By virtue of Defendants' unlawful failure to pay additional premium rate
7 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
8 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
9 them, but which exceed the jurisdictional minimum of this Court and which will be ascertained
10 according to proof at trial.

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

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

18 52. Labor Code § 204 requires employers to provide employees with all wages due and
19 payable twice a month. The Wage Orders also provide that every employer shall pay to each
20 employee, on the established payday for the period involved, overtime wages for all overtime hours
21 worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all
22 compensation due, in violation of Labor Code § 204.

23 **THIRD CAUSE OF ACTION**

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

25 53. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
26 paragraphs.

27 54. California law requires an employer to provide an employee an uninterrupted meal
28 period of no less than thirty minutes before the end of a five-hour work period during which

employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11; *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp. v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities, permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or discourage an employee from taking a meal break. (*Id.* at p. 1040.) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. (*Id.* at p. 1035.) “An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v. Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks.” (*Id.* at p. 1040.)

55. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for each workday that a legally required meal period was not timely provided or was not duty-free. (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an employee a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

56. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-minute meal period for each five-hour period of work as required under the foregoing provisions of the California Labor Code and IWC Wage Order. Defendants did not organize the timekeeping system to accurately maintain records of meal breaks taken. Defendants also did not provide Plaintiff the

1 opportunity to leave the work premises for his meals. Defendants also automatically deducted time
2 for meal breaks whether or not they were taken. By their failure to permit and authorize Plaintiff
3 and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it
4 impossible or impracticable to take these uninterrupted meal periods), Defendants willfully
5 violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

6 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
7 additional wages for each workday they were not provided with all required meal period(s), plus
8 interest thereon.

9 **FOURTH CAUSE OF ACTION**

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

11 58. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
12 paragraphs.

13 59. California Labor Code §226.7 and the applicable Industrial Welfare Commission Order
14 §12 requires that employers must provide employees timely, uninterrupted 10-minute rest breaks,
15 free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to provide
16 an employee a rest break in accordance with the applicable provisions of this order, the employer
17 shall pay the employee one hour of pay at the employee's regular rate of compensation for each
18 workday that the rest break is not provided as a rest break premium wage. Employees are entitled
19 to a 10-minute rest break for shifts from three and one-half to six hours in length, 20 minutes for
20 shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14
21 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.)
22 Furthermore, "Employers must relieve employees of all duties and relinquish control over how
23 employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2
24 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises during their
25 rest periods.

26 60. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
27 Class to take rest breaks, regardless of whether employees worked more than four hours in a
28 workday. Plaintiff almost never took his rest breaks and was not allowed to leave the premises for

1 rest breaks. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
2 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
3 uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code § 226.7
4 and the applicable Wage Orders.

5 61. Under California law, Plaintiff and the Class are entitled to be paid one hour of
6 premium wages rate for each workday they were not provided with all required rest break(s), plus
7 interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Provide and Maintain** 10 **Accurate and Compliant Wage Records)**

11 62. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
12 paragraphs.

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

24 64. Defendants have intentionally and willfully failed to provide employees with
25 complete and accurate wage statements compliant with these Labor Code sections. For example,
26 Plaintiff's paystubs do not list the accurate rest and meal break premiums, overtime wages, total
27 hours worked, gross wages, and net wages, among other things.

28 65. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiff and the Class

1 have suffered injury and damage to their statutorily protected rights.

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

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

11 68. Plaintiff and the Class are entitled to recover from Defendants the greater of their
12 actual damages caused by Defendants' failure to comply with Labor Code § 226(a) and § 246(i),
13 or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

14 69. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
15 attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

16 **SIXTH CAUSE OF ACTION**

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

19 70. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
20 paragraphs.

21 71. At all times herein set forth, Labor Code §§ 201 and 202 provide that, if an employer
22 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
23 immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
24 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
25 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
26 employee is entitled to his or her wages at the time of quitting.

27 72. Within the applicable statute of limitations, the employment of many other members
28 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other

1 member will be. However, during the relevant time period, Defendants failed, and continue to fail
2 to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code
3 §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
4 Defendants' employ.

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

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

12 75. The Class is entitled to recover from Defendants their additionally accruing wages
13 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
14 pursuant to Labor Code § 203.

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

17 **SEVENTH CAUSE OF ACTION**

18 **(Against All Defendants for Failure to Produce Requested Employment Records)**

19 77. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
20 paragraphs.

21 78. Pursuant to Labor Code § 226, current and former employees have the right to
22 inspect or receive a copy of their payroll records pertaining to their employment, upon reasonable
23 request to their employer. Under this statute, an employer that receives a request to inspect or
24 receive a copy of payroll records pertaining to a current or former employee must comply with the
25 request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
26 request.

27 79. Pursuant to Labor Code § 1198.5(a), every current and former employee, or their or
28 her representatives, have the right to inspect and receive a copy of the personnel records that the

1 employer maintains relating to the employee's performance or to any grievance concerning the
2 employee. Under this statute, upon written request from a current or former employee or their or
3 her representatives, an employer must make the contents of those personnel records available for
4 inspection or provide a copy of the personnel records to the current or former employee, or their
5 or her representatives, not later than thirty (30) calendar days from the date the employer receives
6 the written request, subject to some limited exceptions. Failure to comply with these requests
7 allows for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k)
8 and 226(f).

9 80. Labor Code § 432 provides that if an employee or applicant signs any instrument
10 relating to the obtaining or holding of employment, they shall be given a copy of the instrument
11 upon request.

12 81. As set forth above, Plaintiff and the Class are current and former employees of
13 Defendant.

14 82. On or about October 4, 2024, Plaintiff sent a written request through their counsel
15 to Defendant for their payroll records, timecards, and personnel records. However, Plaintiff has
16 not received all the requested records as of the date of this Complaint.

17 83. Defendant violated Labor Code §§ 226 and 1198.5 by failing to timely produce the
18 required records requested by Plaintiff.

19 84. On information and belief, Defendant's failure to provide Plaintiff with their
20 requested employment records is not an isolated incident but was instead consistent with
21 Defendant's policy and practice that applied to Plaintiff and the Class.

22 85. Pursuant to Labor Code § 1198.5, Plaintiff and the Class are entitled to a penalty of
23 seven hundred fifty dollars (\$750) from Defendant, injunctive relief in the form of compliance with
24 § 1198.5, and attorneys' fees and costs.

25 86. Pursuant to Labor Code § 226, Plaintiff are entitled to a penalty of seven hundred
26 fifty dollars (\$750) from Defendant, injunctive relief in the form of compliance with § 226, and
27 attorneys' fees and cost.
28

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violations of California

Business & Professions Code §§ 17200, et seq.)

87. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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

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

90. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, et seq.

91. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

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

93. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants’ wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the

1 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
2 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
3 the Class are not obligated to establish individual knowledge of the wrongful practices of
4 Defendants in order to recover restitution.

5 95. Plaintiff, individually, and on behalf of members of the putative class, is further
6 entitled to, and does, seek a declaration that the above-described business practices are unfair,
7 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
8 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
9 in the future.

10 96. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
11 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
12 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
13 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
14 individually, and on behalf of members of the putative Class, has suffered and will continue to
15 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
16 engage in said unfair, unlawful and/or fraudulent business practices.

17 97. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth
18 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
19 withholdings.

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

26 ///

27 ///

28 ///

NINTH CAUSE OF ACTION

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

99. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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

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

102. On November 6, 2024, Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1060420-24 (*Arnulfo Labios v. Naphcare U.S., Inc., et al.*). More than 65 days passed, and The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of Plaintiff, the State of California, and similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be

1 shown according to proof at trial. These penalties are in addition to all other remedies permitted
2 by law.

3 104. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant
4 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
5 shall be entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
8 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

9 **CLASS CERTIFICATION**

- 10 1. That this action be certified as a class action with respect to all of its causes of
11 action;
12 2. That Plaintiff be appointed as the representative of the Class; and,
13 3. That counsel for Plaintiff be appointed as Class Counsel.

14 **AS TO THE FIRST CAUSE OF ACTION**

- 15 1. That the Court declare, adjudge, and decree that Defendants violated Labor Code
16 §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay failed to pay Class
17 Members for all hours worked, including minimum wages and straight time pay;
18 2. For unpaid wages as may be appropriate;
19 3. For liquidated damages.

20 **AS TO THE SECOND CAUSE OF ACTION**

- 21 1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§
22 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
23 2. For unpaid wages at overtime wage rates as may be appropriate;
24 3. For such other and further relief as the Court may deem equitable and appropriate.

25 **AS TO THE THIRD CAUSE OF ACTION**

- 26 1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§
27 226.7 and 512, and the IWC Wage Orders, for failing to provide meal periods;
28 2. For unpaid meal period premium wages as may be appropriate;

- 1 3. For such other and further relief as the Court may deem equitable and appropriate.

2 **AS TO THE FOURTH CAUSE OF ACTION**

- 3 1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §
4 226.7, and the IWC Wage Orders, for failing to provide rest periods;
5 2. For unpaid rest period premium wages as may be appropriate;
6 3. For such other and further relief as the Court may deem equitable and appropriate.

7 **AS TO THE FIFTH CAUSE OF ACTION**

- 8 1. That the Court declare, adjudge, and decree that Defendants violated the record keeping
9 provisions of Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to
10 provide accurate itemized wage statements thereto;
11 2. For all actual damages, according to proof;
12 3. For statutory penalties pursuant to Labor Code § 226(e);
13 4. For injunctive relief to ensure compliance with this section, pursuant to Labor Code
14 § 226(h).

15 **AS TO THE SIXTH CAUSE OF ACTION**

- 16 1. That the Court declare, adjudge and decree that Defendants violated Labor Code §§
17 201, 202, and 203 by willfully failing to pay all compensation owed in a timely manner upon
18 separation of employment;
19 2. For statutory wage penalties pursuant to Labor Code § 203 for former employees who
20 have left Defendants' employ; and,
21 3. For such other and further relief as the Court may deem equitable and appropriate.

22 **AS TO THE SEVENTH CAUSE OF ACTION**

- 23 1. That the Court declare, adjudge, and decree that Defendants violated the records
24 producing provisions of Labor Code §§ 226 and 1198.5 and applicable IWC Wage Orders, and
25 willfully failed to provide the required and requested documents thereto;
26 2. For all actual damages, according to proof;
27 3. For statutory penalties pursuant to Labor Code §§ 226 and 1198.5;

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

AS TO THE EIGHTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by the foregoing violations:

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

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

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

AS TO THE NINTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failure to indemnify employees for necessary business expenditures;

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

3. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

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

AS TO ALL CAUSES OF ACTION

1. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due or as provided by law;

2. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) and/or Labor Code § 2699(g) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

3. For a trial by jury as to all causes of action triable by jury; and

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

Respectfully submitted,

Dated: January 13, 2025

WILSHIRE LAW FIRM

m. desario

By: _____

Molly DeSario, Esq.
James Yoo, Esq.
Ruby Carrera, Esq.
Pavel Rukavishnikov, Esq.

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