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

FRANCISCO TUBALINAL, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

GRIFFITH PARK REHABILITATION
CENTER, LLC, a California limited
liability company; CPE HR, INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **25STCV03256**

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY WAGES;**
- (2) VIOLATION OF LABOR CODE §§ 226.7
AND 512;**
- (3) VIOLATION OF LABOR CODE § 226.7;**
- (4) VIOLATION OF LABOR CODE § 226;**
- (5) VIOLATION OF BUSINESS &
PROFESSIONS CODE § 17200, ET SEQ.;
AND**
- (6) VIOLATION OF LABOR CODE § 2698,
ET SEQ.**

DEMAND OVER \$25,000.00

1 Plaintiff Francisco Tubalinal (“Plaintiff”) hereby submits this class and representative
2 action complaint (“Complaint”) against Defendants Griffith Park Rehabilitation Center, LLC,
3 CPE HR, Inc., and Does 1 through 50 (collectively, “Defendants”). Plaintiff brings claims on
4 behalf of himself and other similarly situated current and former employees of Defendants for
5 violations of the California Labor Code and California Business & Professions Code, as follows:

6 **INTRODUCTION**

7 1. Plaintiff’s complaint is within the Court’s jurisdiction under California Labor
8 Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the
9 applicable Wage Orders of the California Industrial Welfare Commission (“IWC”), and the
10 California Unfair Competition Law (the “UCL”), California Business & Professions Code §
11 17200, *et seq.*

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code, the IWC Wage Orders, and the UCL against individuals
14 who worked for Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to pay all wages owed, failing to provide
18 proper off-duty meal and rest breaks and pay the requisite premium compensation, and failing to
19 provide accurate itemized wage statements.

20 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 have engaged in, among other things, a system of willful violations of the California Labor Code,
22 the IWC Wage Orders, and the UCL by creating and maintaining policies, practices, and customs
23 that knowingly deny employees the above-stated rights and benefits.

24 5. The policies, practices, and customs of defendants described above and below
25 have resulted in unjust enrichment of Defendants and an unfair business advantage over
26 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

27 **JURISDICTION AND VENUE**

28 6. The Court has jurisdiction over the violations of the California Labor Code §§

201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

7. Venue is proper in Los Angeles County because Plaintiff and other employees worked for Defendants in this County.

PARTIES

8. Plaintiff was employed by Defendants as an Activities Director at Defendants' skilled nursing facility in Glendale, California. Plaintiff worked as a non-exempt, hourly employee for approximately four years before separating from employment on or about October 9, 2024.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the UCL.

10. Plaintiff is informed and believes and based thereon alleges that Griffith Park Rehabilitation Center, LLC was and is a California limited liability company doing business in the State of California and the County of Los Angeles. Plaintiff is informed and believes and based thereon alleges that Griffith Park Rehabilitation Center, LLC is a skilled nursing facility.

11. Plaintiff is informed and believes and based thereon alleges that CPE HR, Inc. was and is a California corporation doing business in the State of California and the County of Los Angeles. Plaintiff is informed and believes and based thereon alleges that CPE HR, Inc. is a consulting firm that provides human resources services to companies.

12. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned that Defendants and Does through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

13. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

1 14. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,
3 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
4 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
5 based thereon alleges that each of said fictitious Defendants was responsible in some way for the
6 matters alleged herein and proximately caused Plaintiff and members of the general public and
7 Class to be subject to the illegal employment practices, wrongs, and injuries complained of
8 herein.

9 15. At all times herein mentioned, each of said Defendants participated in the doing
10 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
11 Defendants, and each of them, were the agents, servants, and employees of each of the other
12 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
13 acting within the course and scope of said agency and employment.

14 16. Plaintiff is informed and believes and based thereon alleges that at all times
15 material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
16 joint venturer of, or working in concert with each of the other co-Defendants and was acting
17 within the course and scope of such agency, employment, joint venture, or concerted activity. To
18 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
19 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
20 Defendants.

21 17. At all times herein mentioned, Defendants, and each of them, were members of,
22 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
23 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 18. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
27 herein mentioned, Defendants, and each of them, ratified each and every act or omission
28 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
2 the damages as herein alleged.

3 **CLASS ACTION ALLEGATIONS**

4 19. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
5 California Code of Civil Procedure § 382 of the following class and sub-classes (together, the
6 “Class”):

7 a. All current and former non-exempt employees of Defendants in the State
8 of California who worked at any time from February 5, 2021, to the
9 present (the “Class”);

10 b. All current and former non-exempt employees of Defendants in the State
11 of California who worked more than five (5) hours during any shift at any
12 time from February 5, 2021, through the present (the “Meal Period Sub-
13 Class”); and

14 c. All current and former non-exempt employees of Defendants who worked
15 three and one-half (3.5) hours or more during any shift at any time from
16 February 5, 2021, through the present (the “Rest Period Sub-Class”).

17 20. Plaintiff reserves the right to further amend the definitions for the Class based
18 upon further discovery.

19 21. **Numerosity and Ascertainability:** The members of the Class are so numerous
20 that joinder of all members would be impractical, if not impossible. The identities of the
21 members of the Class are readily ascertainable by review of Defendants’ records, including
22 payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants:
23 (a) failed to pay employees all minimum, regular, and overtime wages owed, in violation of
24 Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failed to provide off-duty meal
25 periods to employees who worked 5 hours or longer during a shift, or pay meal period premium
26 compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failed
27 to provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or
28 pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203

1 and 226.7; (d) failed to provide accurate itemized wage statements in violation of Labor Code §
2 226; and (e) engaged in unfair business practices in violation of the California Labor Code, the
3 applicable IWC Wage Orders, and the UCL.

4 **22. Adequacy of Representation:** The named Plaintiff is fully prepared to take all
5 necessary steps to represent fairly and adequately the interests of the Class defined above.
6 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
7 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
8 actions in the past and currently have a number of wage-and-hour class actions pending in
9 California state and federal courts.

10 **23.** Defendants uniformly administered a corporate policy and practice of: (a) failing
11 to pay employees all minimum, regular, and overtime wages owed, in violation of Labor Code
12 §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failing to provide off-duty meal periods to
13 employees who worked 5 hours or longer during a shift, or pay meal period premium
14 compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing
15 to provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or
16 pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203
17 and 226.7; (d) failing to provide accurate itemized wage statements in violation of Labor Code §
18 226; and (e) engaging in unfair business practices in violation of the California Labor Code, the
19 applicable IWC Wage Orders, and the UCL.

20 **24.** Plaintiff is informed and believes, and based thereon alleges, that this corporate
21 conduct is accomplished with advance knowledge and designed intent to willfully and
22 intentionally fail to accurately record proper rates of pay, hours worked, and gross and net wages
23 earned.

24 **25.** Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
26 Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, and the UCL.

27 **26. Common Questions of Law and Fact:** There are predominant common
28 questions of law and fact and a community of interest amongst Plaintiff and the claims of the

1 Class concerning Defendants' policy and practice of: (a) failing to pay employees all minimum,
2 regular, and overtime wages owed, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197,
3 and 1197.1; (b) failing to provide off-duty meal periods to employees who worked 5 hours or
4 longer during a shift, or pay meal period premium compensation in lieu thereof, in violation of
5 Labor Code §§ 201-203, 226.7, and 512; (c) failing to provide off-duty rest periods to employees
6 who worked 3.5 hours or longer during a shift, or pay rest period premium compensation in lieu
7 thereof, in violation of Labor Code §§ 201-203 and 226.7; (d) failing to provide accurate
8 itemized wage statements in violation of Labor Code § 226; and (e) engaging in unfair business
9 practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the
10 UCL.

11 27. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
12 Class in that Plaintiff suffered the harm alleged in this Complaint in a similar and typical manner
13 as the Class members. As with other non-exempt employees of Defendants, Plaintiff was
14 regularly required to perform work after he had clocked out of work for lunch and at the end of
15 his shift due to inadequate staffing levels. Plaintiff did not receive wages for this time spent
16 working off-the-clock. In addition, Plaintiff was required to undergo COVID-19 screenings
17 and/or temperature checks prior to being allowed entry into the work premises. These COVID-19
18 screenings and/or temperature checks were conducted off-the-clock and Plaintiff was not paid for
19 the time spent undergoing these screenings. As a further consequence of the inadequate staffing
20 levels, Plaintiff did not receive proper off-duty meal and rest breaks during his employment with
21 Defendants. Defendants routinely failed to provide Plaintiff with a complete off-duty meal break
22 of at least 30 minutes within the first 5 hours of a shift, as Plaintiff was required to remain on
23 duty to perform work for his meal breaks. Nevertheless, Defendants deducted half an hour of
24 time from Plaintiff's time records and claimed that deducted time as purported meal break time,
25 despite the fact that a proper meal break was not taken. Similarly, Defendants failed to provide
26 Plaintiff with a duty-free rest period of 10 minutes for approximately every 4 hours worked.
27 Plaintiff was required to remain on-duty to perform work during his rest breaks. In addition to
28 the foregoing, Defendants failed to provide accurate itemized wage statements to employees. As

1 a result of the above violations, the wage statements did not list accurate number of hours
2 worked at each rate of pay, total hours worked, and gross and net wages earned, as well as
3 premium pay for missed meal and rest breaks. Defendants also owe waiting time penalties under
4 Labor Code § 203, as Plaintiff has yet to receive the additional wages he is owed to date.
5 Therefore, Plaintiff is a member of the Class and has suffered the alleged violations of California
6 Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, and the UCL.

7 28. The California Labor Code and upon which Plaintiff bases these claims are
8 broadly remedial in nature. These laws and labor standards serve an important public interest in
9 establishing minimum working conditions and standards in California. These laws and labor
10 standards protect the average working employee from exploitation by employers who may seek
11 to take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment.

13 29. The nature of this action and the format of laws available to Plaintiff and
14 members of the Class identified herein make the class action format a particularly efficient and
15 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
16 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
17 advantage since it would be able to exploit and overwhelm the limited resources of each
18 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
19 member to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current
21 employer for real and justifiable fear of retaliation and permanent damage to their careers at
22 subsequent employment.

23 30. The prosecution of separate actions by the individual Class members, even if
24 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
25 to individual Class members against the Defendants and which would establish potentially
26 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
27 individual Class members which would, as a practical matter, be dispositive of the interest of the
28 other Class members not parties to the adjudications or which would substantially impair or

1 impede the ability of the Class members to protect their interests. Further, the claims of the
2 individual members of the Class are not sufficiently large to warrant vigorous individual
3 prosecution considering all of the concomitant costs and expenses.

4 31. Such a pattern, practice, and uniform administration of corporate policy regarding
5 illegal employee compensation described herein is unlawful and creates an entitlement to
6 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages, waiting
7 time penalties pursuant to Labor Code § 203, all damages and applicable penalties, reasonable
8 attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 226,
9 226.7, 558, 1194, and 1197.1, and Code of Civil Procedure § 1021.5.

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

13 33. The Class is commonly entitled to a specific fund with respect to the
14 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
15 restitution of those funds being improperly withheld by Defendants. This action is brought for
16 the benefit of the entire Class and will result in the creation of a common fund.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES**

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

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

22 35. This cause of action is brought pursuant to California Labor Code §§ 201-204,
23 510, 558, 1194, 1197, and 1197.1. The California Labor Code requires an employer to pay
24 employees minimum and regular wages for all hours worked fewer than eight hours in a day
25 and/or fewer than 40 hours in a workweek. The California Labor Code also requires an employer
26 to pay employees overtime wages for all hours worked greater than eight hours in a day and/or
27 greater than 40 hours in a workweek.

28 36. As a pattern and practice, Defendants suffered and permitted Plaintiff and Class

1 members to work without payment of minimum and regular wages for all hours worked in a
2 workday and workweek, and without payment of overtime wages for all hours worked greater
3 than eight hours in a day and/or greater than 40 hours in a workweek.

4 37. Specifically, Defendants required Plaintiff and Class members to work off-the-
5 clock due to inadequate staffing levels. Defendants also required Plaintiff and Class members to
6 undergo off-the-clock COVID-19 screenings prior to being allowed entry into the work
7 premises, without payment. Defendants failed to pay Plaintiff and Class members for any time
8 spent working off-the-clock, and thus Plaintiff and Class members were not paid minimum,
9 regular, and overtime wages for all hours worked.

10 38. Defendants had a uniform corporate pattern, practice, and procedure regarding the
11 above practices in violation of the California Labor Code.

12 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
13 willful failure to pay all wages due and owing to Plaintiff and Class members upon separation of
14 employment results in a continued payment of wages up to thirty (30) days from the time the
15 wages were due. Therefore, Plaintiff and Class Members who have separated from employment
16 are entitled to compensation pursuant to Labor Code § 203.

17 40. Such a pattern, practice, and uniform administration of corporate policy regarding
18 illegal employee compensation as described herein is unlawful and creates an entitlement to
19 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
20 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
21 to the mandate of California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1.

22 **SECOND CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

24 **(BY PLAINTIFF AND THE MEAL PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)**

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

27 42. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which
28 require an employer to provide a duty-free, 30-minute meal period within the first five (5) hours

1 for shifts in excess of five (5) hours per day.

2 43. Plaintiff and Class members regularly worked in excess of five (5) hours per day
3 and accordingly had a right to take a 30-minute meal period each day worked in excess of five
4 (5) hours.

5 44. At all relevant times, Defendants failed in their affirmative obligation to ensure
6 that Plaintiff and Class members had the opportunity to take and were provided with off-duty
7 meal periods in accordance with the mandate of the California Labor Code and the applicable
8 IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and
9 permitted to work through legally required meal breaks and were denied the opportunity to take
10 their off-duty meal breaks. This included, without limitation, requiring Plaintiff and Class
11 members to remain on duty and perform work during meal periods.

12 45. As such, Plaintiff and Class members were denied legally compliant off-duty
13 meal periods, and thus Defendants are responsible for paying premium compensation pursuant to
14 Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Defendants, as a matter of
15 corporate policy and procedure, regularly failed to pay such premium compensation for each 30-
16 minute duty-free meal period Plaintiff and Class members missed.

17 46. As a pattern and practice, Defendants regularly required employees to work
18 through their meal periods without proper compensation and denied Plaintiff and Class members
19 the right to take proper meal periods as required by law.

20 47. Such a pattern, practice, and uniform administration of corporate policy as
21 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
22 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
23 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon,
24 penalties, and costs of suit.

25 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
26 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
27 members upon separation of employment results in a continued payment of wages up to thirty
28 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have

1 separated from employment are entitled to compensation pursuant to Labor Code § 203.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226.7**

4 **(BY PLAINTIFF AND THE REST PERIOD SUB-CLASS AGAINST ALL DEFENDANTS)**

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

7 50. This cause of action is brought pursuant to Labor Code § 226.7, which requires an
8 employer to provide a duty-free, 10-minute rest period for every 4 hours worked, or major
9 fraction thereof.

10 51. Plaintiff and Class members regularly worked shifts of three and one-half (3.5)
11 hours or more per day, and accordingly had a right to take a 10-minute rest period each day.
12 Furthermore, Plaintiff and Class members who worked shifts of seven and one-half (7.5) hours
13 or more per day had a right to take a second 10-minute rest period.

14 52. At all relevant times, Defendants failed in their affirmative obligation to provide
15 Plaintiff and Class members with the opportunity to take rest periods in accordance with the
16 mandate of the California Labor Code and the applicable IWC Wage Order. As a pattern and
17 practice, Defendants suffered and permitted Plaintiff and Class members to work through legally
18 required rest breaks and denied Plaintiff and Class members the opportunity to take off-duty rest
19 breaks. This included, without limitation, requiring Plaintiff and Class members to remain on
20 duty and perform work during rest periods.

21 53. As such, Plaintiff and Class members were denied legally compliant off-duty rest
22 periods, and thus Defendants are responsible for paying premium compensation pursuant to
23 Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order. Defendants, as a matter of
24 corporate policy and procedure, regularly failed to pay such premium compensation for each 10-
25 minute duty-free rest period Plaintiff and Class members missed.

26 54. As a pattern and practice, Defendants regularly required employees to work
27 through their rest periods without proper compensation and denied Plaintiff and Class members
28 the right to take proper rest periods as required by law.

1 55. Such a pattern, practice, and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
3 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
4 Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties,
5 and costs of suit.

6 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
7 willful failure to provide all rest period premium wages due and owing to Plaintiff and Class
8 members upon separation of employment results in a continued payment of wages up to thirty
9 (30) days from the time the wages were due. Therefore, Plaintiff and Class members who have
10 separated from employment are entitled to compensation pursuant to Labor Code § 203.

11 **FOURTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE § 226**

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

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

16 58. Defendants, as a matter of policy and practice, intentionally failed to provide
17 accurate records to Plaintiff and the Class, in violation of Labor Code § 226.

18 59. Plaintiff and the Class were paid hourly. As such, their wage statements should
19 have reflected accurate hours worked, total hours worked, and gross and net wages earned.

20 60. As a result of the underpayment of wages alleged above, the wage statements
21 provided to Plaintiff and the Class did not accurately identify the correct applicable hours
22 worked at each hourly rate, total hours worked, and gross and net wages earned, in violation of
23 Labor Code § 226.

24 61. Additionally, as a result of the meal and rest period violations as alleged above,
25 the wage statements provided to Plaintiff and Class members did not accurately identify the
26 correct applicable hours worked at each hourly rate, premium pay, total hours worked, and gross
27 and net wages earned, in violation of Labor Code § 226.

28 62. The issuance of inaccurate wage statements caused actual injury to Plaintiff and

1 Class members as they were not able to accurately calculate their wages.

2 63. Such a pattern, practice, and uniform administration of corporate policy as
3 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class, in
4 a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest
5 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code §
6 226.

7 **FIFTH CAUSE OF ACTION**

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

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

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

12 65. Defendants engaged and continues to engage in unfair and unlawful business
13 practices in California by practicing, employing, and utilizing the employment practices outlined
14 above, inclusive, to wit, by: (a) failing to pay employees all minimum, regular, and overtime
15 wages owed; (b) failing to provide off-duty meal periods to employees who worked 5 hours or
16 longer during a shift, or pay meal period premium compensation in lieu thereof; and (c) failing to
17 provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or pay
18 rest period premium compensation in lieu thereof.

19 66. Defendants' utilization of such unfair and unlawful business practices constitutes
20 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

21 67. Plaintiff seeks, individually and on behalf of other members of the Class similarly
22 situated, full restitution of monies, as necessary and according to proof, to restore any and all
23 monies withheld, acquired and/or converted by Defendants by means of the unfair practices
24 complained of herein.

25 68. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices,
27 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
28 forth herein above thereby depriving Plaintiff and other members of the Class the minimum

1 working condition standards and conditions due to them under the California laws as specifically
2 described therein.

3 **SIXTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

5 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

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

8 70. Plaintiff brings this cause of action as a proxy for the State of California and in
9 this capacity, seeks penalties on behalf of all Aggrieved Employees from November 1, 2023,
10 through the present, for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 512,
11 558, 1194, 1197, and 1197.1, arising from Defendants' following misconduct, as alleged above:
12 (a) failing to pay employees all minimum, regular, and overtime wages owed, in violation of
13 Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failing to provide off-duty meal
14 periods to employees who worked 5 hours or longer during a shift, or pay meal period premium
15 compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing
16 to provide off-duty rest periods to employees who worked 3.5 hours or longer during a shift, or
17 pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203
18 and 226.7; and (d) failing to provide accurate itemized wage statements in violation of Labor
19 Code § 226.

20 71. On or about November 1, 2024, Plaintiff sent written notice to the California
21 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
22 §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2698,
23 *et seq.*, the Private Attorneys General Act ("PAGA"). To date, the LWDA has not responded to
24 Plaintiff's written notice. In addition to the LWDA, Plaintiff also sent his PAGA notice to
25 Defendants via certified mail according to Labor Code § 2699.3.

26 72. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
27 applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510,
28 512, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of himself and

1 other Aggrieved Employees.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
4 this suit is brought against Defendants, jointly and severally, as follows:

5 1. Upon the First Cause of Action, for damages and/or penalties pursuant to
6 California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1, and for costs and
7 attorneys' fees;

8 2. Upon the Second Cause of Action, for damages and/or penalties pursuant to
9 California Labor Code §§ 201-203, 226.7, and 512, and for costs and attorneys' fees;

10 3. Upon the Third Cause of Action, for damages and/or penalties pursuant to
11 California Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

12 4. Upon the Fourth Cause of Action, for damages and/or penalties pursuant to the
13 California Labor Code § 226, and for costs and attorneys' fees;

14 5. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly
15 affected members of the general public of all funds unlawfully acquired by Defendants by means
16 of any acts or practices declared by this Court to be in violation of California Business and
17 Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;

18 6. Upon the Sixth Cause of Action, for the full amount of civil penalties according to
19 the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

20 7. On all causes of action for attorneys' fees and costs as provided by California
21 Labor Code §§ 218.5, 226, and 1194, and Code of Civil Procedure § 1021.5;

22 8. For prejudgment interest at the prevailing legal rate; and

23 9. Such other and further relief as the Court may deem proper.
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1 DATED: February 5, 2025

DIVERSITY LAW GROUP, P.C.

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3 By: 
4 Max W. Gavron
5 Mai Tulyathan
6 Attorneys for Plaintiff, the Class, and Aggrieved
7 Employees
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