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 COUNTY OF KINGS COUNTY
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 NOCONA SOBOLESKI, CLERK OF THE COURT
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Attorneys for Plaintiff ALFREDO RIVERA, on behalf of himself and others similarly situated

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

ALFREDO RIVERA, ADALBERTO PEREZ,
 JOSEPH MITCHELL, JULIO A. VASQUEZ
 on behalf of himself and others similarly
 situated,

Plaintiffs,

v.

HOLLANDIA FARMS, INC., a California
 corporation; HOLLANDIA FARMS NORTH,
 INC., a California corporation; HOLLANDIA
 DAIRY, INC., a California corporation; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 22C-0302

CLASS ACTION

[Hon. Robert S. Burns, Dept.: 2]

**SECOND AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code §§ 245 et seq. and 246
7. Violation of Labor Code § 226(a);
8. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and 1174.5
9. Penalties Pursuant to Labor Code § 203;
10. Violation of Business & Professions Code § 17200 et seq.;
11. Penalties Pursuant to Labor Code § 2699, et seq.

DEMAND FOR JURY TRIAL

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13
14 Attorneys for Plaintiffs, ADALBERTO PEREZ, JOSEPH MITCHELL, JULIO A.
15 VASQUEZ, as individuals and on behalf of all others similarly situated and aggrieved,
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COMES NOW plaintiffs ALFREDO RIVERA (“Plaintiff Rivera”) ADALBERTO PEREZ (“Plaintiff Perez”), JOSEPH MITCHELL (“Plaintiff Mitchell”), and JULIO A. VASQUEZ (“Plaintiff Vasquez”, and collectively with Plaintiff Rivera, Plaintiff Perez, Plaintiff Mitchell, “Plaintiffs”), on behalf of themselves and all others similarly situated (collectively, “Employees”; individually, “Employee”) and/or aggrieved, who complain and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. Plaintiffs bring this action on behalf of themselves and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants HOLLANDIA FARMS, INC., a California corporation, HOLLANDIA FARMS NORTH, INC., a California corporation, HOLLANDIA DAIRY, INC., a California corporation and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

2. This is also a Representative Action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants, whether they are properly classified under Wage Order 8, 13, 14, or any other Industrial Welfare Commission Wage Order, working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

THE PARTIES

A. Plaintiffs

3. Plaintiff ALFREDO RIVERA has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in Hanford, California.

4. Plaintiff ADALBERTO PEREZ is a resident of the State of California. At all relevant times herein, Plaintiff Perez is informed and believes and based thereon alleges that Defendants employed Plaintiff Perez as a non-exempt employee, with duties that included, but were not limited to, washing the hallways and various other cleaning duties. Plaintiff Perez is informed and believes and based thereon alleges that Plaintiff Perez worked for Defendants from approximately December of 2015 through approximately October of 2020.

5. Plaintiff JOSEPH MITCHELL is a resident of the State of California. At all relevant times herein, Plaintiff Mitchell is informed and believes and based thereon alleges that Defendants employed Plaintiff Mitchell as a non-exempt employee, with duties that included, but were not limited to driving a company truck and making deliveries. Plaintiff Mitchell is informed and believes and based thereon alleges that Plaintiff Mitchell worked for Defendants from approximately 2018 through approximately March of 2022.

6. Plaintiff JULIO A. VASQUEZ is a resident of the State of California. At all relevant times herein, Plaintiff Vasquez is informed and believes, and based thereon alleges that Defendants employed Plaintiff Vasquez as a non-exempt employee, with duties that included, but were not limited to completing leftover tasks that employees from the morning shift had not yet completed, setting up machines for the following product, checking the date and weight of each product, taking samples to the lab before and after finishing, and overseeing the operating machines. Plaintiff Vasquez is informed and believes and based thereon alleges that Plaintiff Vasquez worked for Defendants from approximately November of 2021 through approximately March of 2023.

1 **B. Defendants**

2 7. Defendant HOLLANDIA FARMS, INC. ("HF") is a California corporation with its
3 principle executive office in Hanford, California, and has been listed as the employer on the wage
4 statements issued to Plaintiffs during the relevant time period. HF lists a California address in
5 Hanford, California with the California Secretary of State, and employed Plaintiffs and Class
6 members in Kings County, including at Defendants' offices and facilities in Hanford, California,
7 and throughout California and conducts business throughout California.

8 8. Plaintiffs are informed and believe and based thereon allege that HF is, and at all
9 times relevant hereto was, a "person" as defined in Labor Code section 17 and Cal. Bus. & Prof.
10 Code § 17201.

11 9. Defendant HOLLANDIA FARMS NORTH, INC. ("HFN") is, and at all times
12 relevant hereto was, a corporation organized and existing under and by virtue of the laws of the
13 State of California and doing business in the State of California. At all relevant times herein, HFN
14 employed Plaintiffs and similarly situated and aggrieved employees within the State of California.

15 10. Plaintiffs are informed and believe and based thereon allege that HFN is, and at all
16 times relevant hereto was, a "person" as defined in Labor Code section 17 and Cal. Bus. & Prof.
17 Code § 17201.

18 11. Defendant HOLLANDIA DAIRY, INC. ("HD") is, and at all times relevant hereto
19 was, a corporation organized and existing under and by virtue of the laws of the State of California
20 and doing business in the State of California. At all relevant times herein, HD employed Plaintiffs
21 and similarly situated and aggrieved employees within the State of California.

22 12. Plaintiffs are informed and believe and based thereon allege that HD is, and at all
23 times relevant hereto was, a "person" as defined in Labor Code section 17 and Cal. Bus. & Prof.
24 Code § 17201.

25 13. The true names and capacities, whether individual, corporate, associate, or
26 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
27 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
28 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants

1 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
2 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
3 this Complaint to reflect the true names and capacities of the Defendants designated herein as
4 Does 1 through 50 when their identities become known.

5 14. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
6 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
7 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
8 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
9 all respects as the employers or joint employers of Employees. Defendants, and each of them,
10 exercised control over the wages, hours or working conditions of Employees, or suffered or
11 permitted Employees to work, or engaged, thereby creating a common law employment
12 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
13 employed Employees.

14 **JURISDICTION AND VENUE**

15 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
16 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
17 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
18 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
19 pursuant to California Code of Civil Procedure § 395 et seq. Upon information and belief, the
20 obligations and liabilities giving rise to this lawsuit occurred at least in part in Kings County and
21 some Defendants maintain and operate company offices and facilities in Kings County and
22 employed Plaintiff and other Class members in Kings County and throughout California.

23 16. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
24 Defendants during the applicable statutory period and suffered one or more of the Labor Code
25 violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term
26 “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor
27 Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
28 (“PAGA”) plus reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current

1 and former employees of Defendants during the Civil Penalty Period.

2 17. Specifically, Plaintiffs seek to recover PAGA civil penalties through a
3 representative action permitted by PAGA and the California Supreme Court in, among other
4 authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities,
5 class certification of the PAGA allegations described herein is not required.

6 18. During the period beginning one (1) year preceding the provision of notice to the
7 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
8 Defendants violated, inter alia, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 204b, 208,
9 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, 248, 248.2,
10 248.5, 248.6, , 432, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2,
11 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, and 2810.5, and related provisions of the
12 applicable IWC Wage Order(s).

13 19. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
14 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
15 within the statutory period, to bring a civil action to recover civil penalties pursuant to the
16 procedures specified in Labor Code section 2699.3.

17 20. On or around September 30, 2021, Plaintiff Perez provided written notice pursuant
18 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
19 Defendants’ violations of various, including the herein-described, provisions of the Labor Code, to
20 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
21 them. On or around February 27, 2024, Plaintiff Vasquez provided written notice pursuant to
22 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
23 Defendants’ violations of various, including the herein-described, provisions of the Labor Code, to
24 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
25 them.

26 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
28 calendar days of the September 30, 2021, and February 27, 2024, postmarked dates of the herein-

described notices sent by Plaintiffs Perez and Vasquez to the LWDA and Defendants.

22. On April 6, 2020, the Judicial Council of California approved Appendix I – Emergency Rules Related to COVID-19. Pursuant to the Amended Emergency Rule 9 of the California Rules of Court, subdivision (a), the statutes of limitations and repose for civil causes of action were tolled from April 6, 2020, until October 1, 2020.

JOINT

LIABILITY ALLEGATIONS

23. Plaintiffs are informed and believe and based thereon allege that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

24. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

25. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

FACTUAL BACKGROUND

26. The Employees who comprise the Class and Collective, including Plaintiffs, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiffs and the Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiffs and other Class Members were not paid for the time that they worked off-the-clock without compensation by compensation by putting on gloves, masks, hats, and checking the oil on tractors before clocking-in day, as part of their duties under Defendants' employment. Plaintiffs also contend that Defendants failed to pay Plaintiffs and other Class Members all wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and other Class Members shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiffs and other Class Members worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

27. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and other Class Members shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiffs and other Class Members worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed

1 to pay all sick pay by paying a lower overtime rate than required.

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

11 29. During the course of Plaintiffs and other Class Members' employment with
12 Defendants, they were not paid all wages they were owed, including for all work performed and
13 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
14 labor budgets low.

15 30. As a matter of uniform Company policy, Plaintiffs and other Class Members were
16 required to work during their meal and rest breaks which were not compensated by Defendants in
17 violation of the California Labor Code. Plaintiffs and the Class members were also not paid
18 regular wages and overtime for the time they were required to comply with other requirements
19 imposed upon them, which they had to complete while working through their meal and rest
20 breaks and without compensation. As a result, Plaintiffs and other Class Members worked shifts
21 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
22 the appropriate overtime rate for all such hours, including by being required to perform work
23 duties and tasks without pay and while off-the-clock. As a result, Plaintiff and other Class
24 Members worked substantial overtime hours during their employment with Defendants for which
25 they were not compensated, in violation of the California Labor Code, applicable IWC Wage
26 Orders.

27 31. As a result of the above described the daily work demands and pressures to work
28 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and

1 other Class Members were not properly paid for all wages earned and for all wages owed to them
2 by Defendants, including when working more than eight (8) hours in any given day and/or more
3 than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
4 practices, Plaintiffs and other Class Members incurred overtime hours worked for which they were
5 not adequately and completely compensated. To the extent applicable, Defendants also failed to
6 pay Plaintiffs and other Class Members at an overtime rate of 1.5 times the regular rate for the first
7 eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2
8 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
9 required under the Labor Code, applicable IWC Wage Orders.

10 32. Therefore, from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiffs
12 and other Class Members for all hours worked, and failing to pay minimum wage for all time
13 worked as required by California Law.

14 33. Additionally from at least four (4) years prior to the filing of this lawsuit and
15 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiffs
16 and other Class Members overtime compensation at premium overtime rates for all hours worked
17 in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all
18 hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the
19 corresponding sections of IWC Wage Orders.

20 34. Additionally from at least four (4) years prior to the filing of this lawsuit and
21 continuing to the present, Defendants have regularly required Plaintiffs and other Class Members
22 to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods
23 of not less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them
24 with second meal periods of not less than thirty minutes; nor did Defendants pay Plaintiffs and
25 other Class Members "premium pay," i.e. one hour of wages at each employee's effective regular
26 rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

27 35. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have consistently failed to provide Plaintiffs and other Class Members with

1 paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more
2 consecutive hours; nor did Defendants pay Plaintiff and other Class Members premium pay for
3 each day on which requisite rest breaks were not provided or were deficiently provided at one hour
4 of wages at each employee's effective regular rate of pay, for each rest period that Defendants
5 failed to provide or deficiently provided.

6 36. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
7 continuing to the present, Defendants have consistently failed to provide Plaintiffs and other Class
8 Members with timely, accurate, and itemized wage statements as required by California wage-and-
9 hour laws. Specifically, Defendants failed in their affirmative obligation to keep accurate records
10 of the correct overtime wages based on proper regular rate calculations that included shift
11 differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
12 bonuses earned, and the total amount of compensation of their employees. Moreover, the wage
13 statements given to Plaintiffs and other Class Members by Defendants failed to accurately account
14 for wages, overtime, and premium pay for deficient meal periods and rest breaks, and
15 automatically deducted wages for alleged meal periods, all of which Defendants knew or
16 reasonably should have known were owed to Employees, as alleged hereinabove. The wage
17 statements provided to Plaintiffs and other Class Members were confusing and required them to
18 engage in discovery and refer to outside sources to verify whether their pay was correct and
19 potentially resulting in a miscalculation by the Employees.

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

23 38. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
24 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
25 Plaintiffs and other Class Members at the time of their termination of within seventy-two (72)
26 hours of their resignation, as required by California wage-and-hour laws.

27 39. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have failed to pay overtime wages to Plaintiffs and other Class Members, or

1 some of them, in violation of California state wage and hour laws as a result of, without limitation,
2 Plaintiffs and other Class Members working over eight (8) hours per day, twelve (12) hours per
3 day, forty (40) hours per week, and/or seven (7) consecutive work days in a work week without
4 being properly compensated for hours worked in excess of (8) hours per day in a work day, twelve
5 (12) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked
6 on the seventh consecutive work day in a work week by, among other things, failing to accurately
7 track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay;
8 requiring employees to work seven consecutive workdays without compensating them as required
9 by California law; misclassifying Plaintiffs and similarly situated employees as working under
10 inapplicable wage orders; engaging, suffering, or permitting employees to work off the clock,
11 including, without limitation, by requiring employees: to come early to work and leave work late
12 without being able to clock in for all that time, to complete post-shift tasks after clocking out, to
13 clock out for meal periods and continue working and/or suffering under Defendants' control,
14 editing, deducting, auto-deducting and/or manipulation of time entries to show lesser hours than
15 actually worked, and for paying straight pay instead of overtime pay, to the detriment of Plaintiffs
16 and Class Members.

17 40. For at least four (4) years prior to the filing of this Action and continuing to the
18 present, Defendants have failed to pay minimum wages to Plaintiffs and other Class Members, or
19 some of them, in violation of California state wage and hour laws as a result of, among other
20 things, failing to accurately track and/or pay for all minutes and hours actually worked at their
21 regular rate of pay that is above the minimum wage; misclassifying Plaintiffs and similarly
22 situated employees as working under inapplicable wage orders; engaging, suffering, or permitting
23 employees to work off the clock, including, without limitation, by requiring employees: to come
24 early to work and leave work late without being able to clock in for all that time, to complete post-
25 shift tasks after clocking out, to clock out for meal periods and continue working and/or suffering
26 under Defendants' control, failing to pay split shift premiums; editing, deducting, auto-deducting
27 and/or manipulation of time entries to show lesser hours than actually worked, to the detriment of
28 Plaintiffs and other Class Members.

1 41. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have failed to provide Plaintiffs and other Class Members, or some of them,
3 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
4 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
5 which they worked in excess of ten (10) hours in a work day, including, without limitation: by
6 interrupting meal periods; not providing timely meal periods; failing to provide first and second
7 meal periods; providing short meal periods; not permitting employees to leave the premises;
8 otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not
9 be auto-deducted by law or during which employees worked, and failing to provide compensation
10 for such unprovided meal periods as required by California wage and hour laws.

11 42. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants have failed to authorize and permit Plaintiffs and other Class Members, or
13 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
14 fraction thereof in which they are completely relieved of all of their duties, including, without
15 limitation: by failing to provide rest periods all together; requiring that they be bundled together
16 and/or with meal periods; interrupting them; not providing them in a timely fashion; not
17 permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods,
18 and failed to provide compensation for such unprovided rest periods as required by California
19 wage and hour laws.

20 43. For at least three (3) years prior to the filing of this action and continuing to the
21 present, Defendants have failed to pay Plaintiffs and other Class Members, or some of them, the
22 full amount of their wages owed to them upon termination and/or resignation as required by Labor
23 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
24 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

25 44. For at least one (1) year prior to the filing of this Action and continuing to the
26 present, Defendants have failed to furnish Plaintiffs and other Class Members, or some of them,
27 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
28 wages earned; all deductions; all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate; the name(s) and address(es) of the
2 legal entity(ies) that is/are the employer(s); and other such information as required by Labor Code
3 section 226, subdivision (a). As a result, thereof, Defendants have further failed to furnish
4 employees with an accurate calculation of gross and gross wages earned, as well as gross and net
5 wages paid.

6 45. For at least three (3) years prior to the filing of this action and continuing to the
7 present, Defendants have failed to indemnify Plaintiffs and other Class Members, or some of
8 them, for the laundering of mandatory work uniforms; for the purchase of personal protective
9 equipment (including, e.g., face masks and disinfectants); and for the purchase and maintenance of
10 cellular phones and cellular phone plans to use for work-related business, in direct consequence of
11 the discharge of their duties, or of their obedience to the directions of Defendants, as required by
12 Labor Code section 2802, and other statutory and common law offenses.

13 46. At all relevant times mentioned herein, Defendants had and have a policy or
14 practice of failing to comply with Labor Code section 226, subdivision (a) by failing to keep
15 adequate or accurate time records including wage statements and similar payroll documents under
16 Labor Code section 226, intentionally failing to furnish Plaintiffs and other Aggrieved Employees
17 with documents signed to obtain or hold employment under Labor Code section 432, personnel
18 records under Labor Code section 1198.5, and time records under Labor Code section 1174,
19 making it difficult for Plaintiffs and other Aggrieved Employees to calculate their unpaid wages
20 and/or premium payments, to the detriment of Plaintiffs and other Aggrieved Employees.

21 47. At all relevant times mentioned herein, Defendants have had a policy or practice of
22 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
23 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
24 Employees with the rates of pay and overtime rates of pay applicable to their employment;
25 allowances claimed as part of the minimum wage; the regular payday designated by Defendants;
26 the name, address, and telephone number of the workers' compensation insurance carrier;
27 information regarding paid sick leave; and other pertinent information required to be disclosed by
28 Defendants under Labor Code section 2810.5.

1 48. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
2 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
3 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
4 permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs
5 and all other Aggrieved Employees.

6 49. At all relevant times mentioned herein, Defendants have had a policy or practice of
7 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
8 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
9 any calendar month shall be paid for between the 16th and 26th day of the month during which the
10 labor was performed, and labor performed between the 16th and the last day, inclusive of any
11 calendar month, shall be paid for between the 1st and 10th day of the following month.”

12 50. At all relevant times mentioned herein, Defendants had and have a policy or
13 practice of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills,
14 knowledge and experience they obtained at Defendants for purposes of competing with
15 Defendants, including, without limitation, preventing Employees from disclosing their wages in
16 negotiating a new job with a prospective employer, and from disclosing who else works at
17 Defendants and under what circumstances that they might be receptive to an offer from a rival
18 employer. Plaintiffs are informed and believe that this policy and/or practice violates Business
19 and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions
20 of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

21 51. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
22 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
23 to their managers or outside to private attorneys or government officials, among others, in
24 violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code
25 section 1102.5. In addition, Plaintiffs are informed and believe that Defendants’ herein-described
26 policies and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing
27 information about unsafe or discriminatory working conditions, or about wage and hour violations
28 in violation of Labor Code sections 232 and 232.5.

1 52. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
2 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating
3 state statutes entitling employees to disclose wages, working conditions, and illegal conduct,
4 including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and
5 1197.5, subdivision (k). Plaintiffs are informed and believe that this lawful conduct includes the
6 exercise of Plaintiffs' and/or other Aggrieved Employee's constitutional rights of freedom of
7 speech and economic liberty.

8 53. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
9 pursuant to, including but not limited to, Labor Code sections 201, 202, 203, 204, 204b, 210,
10 218.5, 218.6, 221, 223, 225.5, 226, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1194, 1194.2, 1197,
11 2802, and the applicable rules and regulations of the IWC California Wage Orders, seeking
12 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
13 waiting time penalties, wage statement penalties, reimbursement for expenses incurred in
14 furtherance of work duties, payment of all vested vacation time at the proper rate of pay, other
15 such provisions of California law, and reasonable attorneys' fees and costs.

16 54. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
17 Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s)
18 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
19 appropriate and effective means to prevent further violations, as well as all monies owed but
20 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well
21 as restitution of amounts owed.

22 55. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties pursuant to
23 PAGA, or for violations of, Labor Code §§96, 98.6, 201, 202, 203, 204, 204b, 208, 210, 218.5,
24 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, 248, 248.2, 248.5, 248.6,
25 432, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197,
26 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, 2810.5; and any provision in any applicable
27 wage orders governing matters herein alleged.

CLASS ACTION ALLEGATIONS

56. Plaintiffs bring this class action on behalf of Plaintiffs and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit and have been employed by Defendants within the State of California (collectively referred to as “Class Members” or “Employees”).

57. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class Members who were not compensated at the Employee’s regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class Members who were not compensated at the Employee’s regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

f. Subclass 6. Rest and Recovery Break Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof, or for the failure to provide heat illness recovery periods under 8 CCR §3395.

g. Subclass 7. Payroll Records Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

j. Subclass 10. UCL Subclass. All Class Members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

58. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

59. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

60. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals were employed by Defendants within the State of California.

61. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiffs allege that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

62. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime wages as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, 8 CCR §3395, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest and/or recovery breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants are liable for penalties under Labor Code § 2699, et seq.;
- l. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.
- n. Are Class Members entitled to costs and attorneys' fees?
- o. Are Class Members entitled to interest?

C. Typicality

63. The claims of Plaintiffs herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Members in separate actions. Plaintiffs and Class Members sustained injuries and

1 damages arising out of and caused by Defendants' common course of conduct in violation of laws
2 and regulations that have the force and effect of law and statutes as alleged herein.

3 **D. Adequacy of Representation**

4 64. Plaintiffs will fairly and adequately represent and protect the interest of Class
5 Members. Counsel who represents Plaintiffs are experienced and competent in litigating
6 employment class actions.

7 **E. Superiority of Class Action**

8 65. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
10 questions of law and fact common to all Class Members predominate over any questions affecting
11 only individual Class Members. Class Members, as further described herein, have been damaged
12 and are entitled to recovery by reason of Defendants' illegal policies and/or practices that have
13 resulted in the violation of the Labor Code at times, as set out herein.

14 66. Class action treatment will allow Class Members to litigate their claims in the
15 manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are
16 unaware of any difficulties in managing this case that should preclude class action.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(Against All Defendants)**

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

22 68. Defendants failed to pay Plaintiffs and Employees minimum wages for all hours
23 worked. Defendants had a consistent policy of misstating Plaintiffs and Employees time records
24 and failing to pay Plaintiffs and Employees for all hours worked. Plaintiffs and Employees would
25 work hours and not receive wages, including as alleged above in connection with working during
26 meal breaks, time off the clock Plaintiffs and Employees without compensation by putting on
27 gloves, masks, hats, and checking the oil on tractors before clocking-in day, as part of their duties
28 under Defendants' employ. Additionally, Defendants had a consistent policy of failing to pay

1 Plaintiffs and Employees for hours worked during alleged meal periods for which Employees
2 were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiffs
3 and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
4 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
5 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
6 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

7 69. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
8 states:

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

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

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

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

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

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

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

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

1 75. Wherefore, Plaintiffs and Employees are entitled to recover the unpaid minimum
2 wages (including double minimum wages), liquidated damages in an amount equal to the
3 minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of
4 suit pursuant to California Labor Code § 1194(a).

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

7 **(Against All Defendants)**

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

10 77. By their conduct, as set forth herein, Defendants violated California Labor Code §
11 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Plaintiffs
12 and Employees: (a) time and one-half their regular hourly rates for hours worked in excess of
13 eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first
14 eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their
15 regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for
16 hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants
17 had a consistent policy of not paying Plaintiffs and Employees wages for all hours worked
18 including time off the clock Employees spent without compensation by putting on gloves, masks,
19 hats, and checking the oil on tractors before clocking-in day, as part of their duties under
20 Defendants' employ. Plaintiffs and Employees regularly worked over 8 hours on a given day
21 without receiving overtime compensation.

22 78. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
23 Employees the correct overtime rate for the recorded overtime hours that they generated. In
24 addition to an hourly wage, Defendants paid Plaintiffs and Employees shift differentials,
25 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon
26 information and belief, Defendants failed to incorporate all remunerations, including shift
27 differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into
28 the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

1 79. Therefore, during times when Plaintiffs and Employees worked overtime and
2 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
3 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
4 required.

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

12 81. Plaintiffs and Employees have been damaged by these violations of California
13 Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

14 82. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
15 relevant orders of the Industrial Welfare Commission), Defendants are liable to Plaintiffs and
16 Employees for the full amount of all their unpaid wages and overtime compensation, with
17 interest, plus their reasonable attorneys' fees and costs.

18 **THIRD CAUSE OF ACTION**

19 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

20 **(Against All Defendants)**

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

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

28 85. Defendants failed to provide Plaintiffs and Employees with meal periods as

1 required under the Labor Code. Plaintiffs and Employees were consistently required to work
2 through their meal periods which they were consistently denied. Plaintiffs and Employees were
3 also required to take meal periods after working well beyond the five (5) hour shifts. Furthermore,
4 Plaintiffs and Employees were regularly required to work for more than 10 hours in a given shift
5 without receiving a second uninterrupted thirty (30) minute meal period as required by law.

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

17 87. Therefore, pursuant to Labor Code § 226.7, Plaintiffs and Employees are entitled to
18 damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each
19 meal period not provided or deficiently provided, a sum to be proven at trial.

20 **FOURTH CAUSE OF ACTION**

21 **REST AND RECOVERY BREAK LIABILITY UNDER LABOR CODE § 226.7**

22 **(Against All Defendants)**

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

25 89. Plaintiffs and Employees consistently worked consecutive four (4) hour shifts.
26 Pursuant to the Labor Code and the applicable IWC Wage Order, Plaintiffs and Employees were
27 entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour
28 shift. Under, 8 C.C.R. §3395, Plaintiffs and Employees were entitled to heat illness recovery

1 periods.

2 90. Defendants failed to provide Plaintiffs and Employees with timely rest breaks of
3 not less than ten (10) minutes for each consecutive four (4) hour shift, or sufficient recovery
4 periods when the temperature so required.

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

15 92. Therefore, pursuant to Labor Code § 226.7, Plaintiffs and Employees are entitled to
16 damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each
17 day worked without the required rest breaks, a sum to be proven at trial.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PAY VACATION WAGES**

20 **(Against All Defendants)**

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

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

27 95. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
28 and/or nondiscretionary bonuses to Plaintiffs and Employees but Defendants failed to include

1 these forms of remuneration in the regular rate of pay upon which vacation wages were calculated
2 and paid.

3 96. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
4 Code § 227.3.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 AND 246**

7 **(Against All Defendants)**

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

10 98. California Labor Code § 245 et seq. requires that Defendants provide paid sick time
11 to Plaintiffs and Employees, including at the amount, terms, and rate of compensation set forth in
12 said law. At times relevant, Defendants have failed to compute the amount due for paid sick time
13 in conformance with the pay calculation under California Labor Code § 246(1).

14 99. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
15 and/or nondiscretionary bonuses to Plaintiffs and Employees, but Defendants failed to include
16 these forms of remuneration in the regular rate of pay upon which sick pay was calculated and
17 paid. Rather than calculating the amount of paid sick time due when sick time is used according to
18 the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to
19 Employees at a lower rate, in violation of the law.

20 100. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
21 Code §§ 245 and 246.

22 **SEVENTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE § 226(a)**

24 **(Against All Defendants)**

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

27 102. California Labor Code § 226(a) requires an employer to furnish each of his or her
28 employees with an accurate, itemized statement in writing showing the gross and net earnings,

1 total hours worked, and the corresponding number of hours worked at each hourly rate; these
2 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
3 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
4 statements may be given to the employee separately from the payment of wages; in either case the
5 employer must give the employee these statements twice a month or each time wages are paid.

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

28 104. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),

1 Plaintiffs and Employees suffered injuries, including among other things confusion over whether
2 they received all wages owed them, the difficulty and expense involved in reconstructing pay
3 records, and forcing them to make mathematical computations to analyze whether the wages paid
4 in fact compensated them correctly for all hours worked.

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

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

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

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
19 **AND 1174.5**

20 **(Against All Defendants)**

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

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

27 110. During the course of Plaintiffs' and Employees' employment, Defendants
28 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as

1 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
2 wages, overtime, and premium pay as discussed above.

3 111. Accordingly, Defendants are liable for civil penalties pursuant to the California
4 Labor Code §§ 1174.5 for the three (3) years prior to the filing of this Complaint.

5 **NINTH CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE § 203**

7 **(Against All Defendants)**

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

10 113. Numerous Class Members are no longer employed by Defendants; they either quit
11 Defendants' employ or were fired therefrom.

12 114. Defendants failed to pay these Class Members all wages due and certain at the time
13 of termination or within seventy-two (72) hours of resignation.

14 115. The wages withheld from these Class Members by Defendants remained due and
15 owing for more than thirty (30) days from the date of separation of employment.

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

20 **TENTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

22 **(Against All Defendants)**

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

25 118. Plaintiffs, on behalf of themselves and other Class Members, and the general
26 public, bring this claim pursuant to Business & Professions Code § 17200 et seq. The conduct of
27 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
28 harmful to Plaintiffs and other Class Members and the general public. Plaintiffs seek to enforce

1 important rights affecting the public interest within the meaning of Code of Civil Procedure
2 § 1021.5.

3 119. Plaintiffs are “persons” within the meaning of Business & Professions Code
4 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
5 injunctive relief, restitution, and other appropriate equitable relief.

6 120. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
7 business practices.

8 121. Wage-and-hour laws express fundamental public policies. Paying employees their
9 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
10 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
11 to enforce minimum labor standards, to ensure that employees are not required or permitted to
12 work under substandard and unlawful conditions, and to protect law-abiding employers and their
13 employees from competitors who lower costs to themselves by failing to comply with minimum
14 labor standards.

15 122. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs
19 and other Class Members, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 123. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
22 violation of the Business & Professions Code § 17200 et seq.

23 124. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
24 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
25 care should have known that their conduct was unlawful; therefore their conduct violates the
26 Business & Professions Code § 17200 et seq.

27 125. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and
28 other Class Members have been damaged, in a sum to be proven at trial.

1 126. Unless restrained by this Court Defendants will continue to engage in such
2 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
3 make such orders or judgments, including the appointment of a receiver, as may be necessary to
4 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
5 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
6 such profits as may be necessary to restore Plaintiffs and other Class Members to the money
7 Defendants have unlawfully failed to pay.

8 **ELEVENTH CAUSE OF ACTION**

9 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

10 **(Against All Defendants)**

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

13 128. Plaintiffs and Employees are aggrieved employees as defined under Labor Code §
14 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
15 alleged violators, Defendants.

16 129. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
17 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
18 penalty provisions, without limitation, based on the following §§96, 98.6, 201, 202, 203, 204,
19 204b, 208, 210, 218.5, 218.6, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246,
20 248, 248.2, 248.5, 248.6, 432, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12,
21 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, 2810.5; and any
22 provision in any applicable wage orders governing matters discussed herein. The penalties shall be
23 allocated as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to
24 the affected employee.

25 130. Plaintiffs also seek any and all penalties and remedies set forth in Labor Code
26 § 558, which states:

27 (a) Any employer or other person acting on behalf of an
28 employer who violates, or causes to be violated, a section of this
chapter or any provision regulating hours and days of work in any

1 order of the Industrial Welfare Commission shall be subject to a
2 civil penalty as follows: (1) For any initial violation, fifty dollars
3 (\$50) for each underpaid employee for each pay period for which
4 the employee was underpaid in addition to an amount sufficient to
5 recover underpaid wages. (2) For each subsequent violation, one
6 hundred dollars (\$100) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (3) Wages
recovered pursuant to this section shall be paid to the affected
employee.

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

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

15 131. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
16 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
18 for each violation in a subsequent citation, for which the employer fails to provide the employee a
19 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” Pursuant
20 to Labor Code § 226.3, Plaintiffs and other Aggrieved Employees are entitled to recover civil
21 penalties for Defendants’ violation of Labor Code § 226, subdivision (a) in the amount of two
22 hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation,
23 and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each
24 subsequent violation.

25 132. Plaintiffs have exhausted their administrative remedy by sending a certified letter to
26 the LWDA and Defendants postmarked on September 30, 2021, August 12, 2022, and February
27 27, 2024. The LWDA has not provided notice of its intent to investigate the alleged violations
28 within 65 calendar days of the postmark date of the letters. Attached hereto as **Exhibits A-C** are

the notices referenced, and the allegations therein are expressly incorporated hereto by reference.

RELIEF REQUESTED

WHEREFORE, on behalf of Plaintiffs, Class Members, and Aggrieved Employees, Plaintiffs pray for Judgment against Defendants as follows:

1. For an Order certifying this action as a Class Action;
2. For an Order appointing Plaintiffs as Class Representatives and appointing Plaintiffs' counsel as class counsel;
3. Damages for all wages earned and owed, including minimum wages, overtime wages, and unpaid vested vacation time and/or paid time off, under Labor Code sections 227.3, 510, 1194, 1197 and 1199;
4. Liquidated damages pursuant to Labor Code § 1194.2;
5. Damages for unpaid premium wages from missed meal and rest periods under, among others, Labor Code §§ 512 and 226.7;
6. For penalties pursuant to Labor Code § 226(e);
7. For penalties pursuant to Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699, et seq., and any other civil penalties available for the violations alleged herein, including in **Exhibits A-C**;
8. For penalties pursuant to Labor Code § 203;
9. For penalties pursuant to Labor Code § 227.3;
10. For penalties pursuant to Labor Code §§ 245 and 246;
11. Damages under Labor Code § 2802;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq., including disgorgement or profits, as may be proven;
13. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint and further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;
14. For all general, special, and incidental damages as may be proven;

1 15. For an award of pre-judgment and post-judgment interest at the maximum rate
2 allowed by law;

3 16. For an award providing for the payment of the costs of this suit;

4 17. For an award of attorneys' fees in prosecuting this action; and

5 18. For such other and further relief as this Court may deem proper and just.

6
7 DATED: January 16, 2026

DAVID YEREMIAN & ASSOCIATES, INC.;
D. LAW, INC.

8
9 By /s/ Eric J. Naessig

10 David Yeremian
11 Roman Shkodnik
12 Eric J. Naessig
13 Attorneys for Plaintiff
14 ALFREDO RIVERA
15 and the putative class
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DATED: January 16, 2026

By /s/ Eric J. Naessig
David Yermian
Roman Shkodnik
Eric J. Naessig
Attorneys for Plaintiff
ALFREDO RIVERA
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840 Glendale, CA 91203.

Howard A. Sagaser
has@sw2law.com
SAGASER, WATKINS & WIELAND PC
 5260 N. Palm Ave., Ste. 400
 Fresno, CA 93704

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Lauren Maldonado