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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN DIEGO (HALL OF JUSTICE)**

MARTIN OLSON, individually, and on behalf of  
other members of the general public similarly  
situated,

Plaintiff,

v.

GKN AEROSPACE CHEM-TRONICS, INC., a  
California corporation, and DOES 1 through 100,  
inclusive,

Defendants.

AND RELATED CONSOLIDATED CASES.

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

6/9/2026 4:02:50 PM

Clerk of the Superior Court  
By D. Saenz, Deputy Clerk

Case No. 37-2022-00029653-CU-OE-CTL

*[Consolidated with Case No. 37-2022-  
00029655-CU-OE-CTL]*

Assigned for All Purposes to Hon. Euketa  
Oliver Dept. C-75

**SECOND AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay Wages Timely During Employment;
8. Failure to Pay All Wages Due Upon Separation of Employment;

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9. Violation of Business and Professions  
Code §§ 17200, *et seq.*; and  
10. Enforcement of Labor Code § 2698 *et*  
*seq.* (“PAGA”)

DONALD J. TVRDIK, individually, ARTURO  
VALDIVIA, individually, and on behalf of other  
members of the general public similarly situated,  
  
Plaintiffs,  
  
v.  
  
GKN AEROSPACE CHEM-TRONICS, INC., a  
California corporation, and DOES 1 through 100,  
inclusive,  
  
Defendants.

Case No. 37-2023-00031782-CU-OE-CTL  
  
*Assigned for All Purposes to Hon. Euketa  
Oliver Dept. C-75*

1 Plaintiffs Donald J Tvrdik and Arturo Valdivia (collectively, "Plaintiffs"), individually  
2 and on behalf of others similarly situated, alleges as follows:

3  
4 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

5 1. Plaintiffs bring this putative class action and representative action pursuant to the  
6 Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 et seq., against defendants GKN  
7 Aerospace Chem-Tronics Inc., and DOES 1 through 20, inclusive (collectively, "Defendants"), on  
8 Plaintiffs' own behalf and on behalf of California citizens who are and were employed by Defendants  
9 as non-exempt employees throughout California.

10 2. Defendants provide services or goods throughout California.

11 3. Through this action, Plaintiffs allege that Defendants engaged in a systematic pattern  
12 of wage and hour violations under the California Labor Code and Industrial Welfare Commission  
13 ("IWC") Wage Orders, all of which contribute to Defendants' deliberate unfair competition.

14 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have increased  
15 their profits by violating state wage and hour laws by, among other things:

- 16 a) failing to pay all wages (including minimum wages and overtime wages);  
17 b) failing to provide lawful meal periods or compensation in lieu thereof;  
18 c) failing to authorize or permit lawful rest breaks or provide compensation in lieu  
19 thereof;  
20 d) failing to reimburse necessary business-related costs;  
21 e) failing to provide accurate itemized wage statements;  
22 f) failing to pay wages timely during employment; and  
23 g) failing to pay all wages due upon separation of employment.

24 5. Plaintiffs seeks monetary relief against Defendants on behalf of Plaintiffs and all others  
25 similarly situated in California to recover, among other things, unpaid wages, un-reimbursed business  
26 expenses, benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to Labor Code  
27 §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246 et seq., 510, 512, 558, 1174, 1174.5, 1182.12, 1194,  
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1 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and Code of California Civil Procedure §  
2 1021.5.

### 3 **JURISDICTION AND VENUE**

4 6. This is a class action pursuant to California Code of Civil Procedure § 382. The  
5 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the  
6 Superior Court and will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California Constitution,  
8 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given  
9 by statutes to other courts. The statutes under which this action is brought do not specify any other  
10 basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and belief,  
12 they are citizens of California, have sufficient minimum contacts in California, or otherwise  
13 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over  
14 them by the California courts consistent with traditional notions of fair play and substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants reside,  
16 transact business, or have offices in this county, and the acts and omissions alleged herein took place  
17 in this county.

### 18 **THE PARTIES**

19 10. Plaintiffs are resident of California and worked for Defendants during the relevant time  
20 periods as alleged herein. Plaintiffs worked for Defendants at 1150 W Bradley Ave, El Cajon, CA  
21 92020, as non-exempt employees.

22 11. Plaintiffs are informed and believe, and thereon allege that at all times hereinafter  
23 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,  
24 whose employees were and are engaged throughout this county and the State of California.

25 12. Plaintiffs are unaware of the true names or capacities of the defendants sued herein  
26 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this  
27 Complaint and serve such fictitiously named defendants once their names and capacities become  
28 known.

1           13.     Plaintiffs are informed and believe, and thereon alleges, that DOES 1 through 20 are or  
2 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant  
3 times.

4           14.     Plaintiffs are informed and believe, and thereon allege, that each defendant acted in all  
5 respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business  
6 plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable  
7 to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint  
8 employer of Plaintiff and the class members.

9           15.     Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and  
10 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through  
11 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The  
12 acts of any and all Defendants were in accordance with, and represent, the official policy of  
13 Defendants.

14           16.     At all relevant times, Defendants, and each of them, acted within the scope of such  
15 agency or employment, or ratified each and every act or omission complained of herein. At all relevant  
16 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other  
17 Defendants in proximately causing the damages herein alleged.

18           17.     Plaintiffs are informed and believe, and thereon alleges, that each of said Defendants  
19 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,  
20 occurrences, and transactions alleged herein.

21                                   **CLASS ACTION ALLEGATIONS**

22           18.     Plaintiffs bring this action under Code of Civil Procedure § 382 on Plaintiffs' behalf  
23 and on behalf of all others similarly situated who were affected by Defendants' Labor Code, Business  
24 and Professions Code §§ 17200, and IWC Wage Order violations.

25  
26           19.     All claims alleged herein arise under California law for which Plaintiffs seek relief  
27 authorized by California law.

28           20.     Plaintiffs' proposed class consists of and is defined as follows:

1           Class

2           All California citizens currently or formerly employed by Defendants as non-exempt  
3           employees in the State of California at any time between January 29, 2019<sup>1</sup> and the  
4           date of class certification (“Class”).

5           21.    Plaintiffs also seek to certify the following subclasses of employees:

6           Waiting Time Subclass

7           All members of the Class who separated their employment with Defendant at any time  
8           between January 29, 2020 and the date of class certification (“Waiting Time  
9           Subclass”).

10          22.    Plaintiffs reserve the right to modify or re-define the Class, establish additional  
11          subclasses, or modify or re-define any class or subclass definition as appropriate based on  
12          investigation, discovery, and specific theories of liability.

13          23.    Members of the Class and the Waiting Time Subclass described above will be  
14          collectively referred to as “Class Members.”

15          24.    There are common questions of law and fact as to the Class Members that predominate  
16          over any questions affecting only individual members including, but not limited to, the following:

17               (a)   Whether Defendants failed to pay Plaintiffs and Class Members all wages  
18               (including minimum wages and overtime wages) for all hours worked by  
19               Plaintiffs and Class Members.

20               (b)   Whether Defendants required Plaintiffs and Class Members to work over eight  
21               (8) hours per day, over twelve (12) hours per day, and/or over forty (40) hours  
22               per week and failed to pay them proper overtime compensation for all overtime  
23               hours worked.

24               (c)   Whether Defendants deprived Plaintiffs and Class Members of timely meal  
25               periods or required Plaintiffs and Class Members to work through meal periods  
26               without legal compensation.

27               (d)   Whether Defendants deprived Plaintiffs and Class Members of rest breaks or  
28               required Plaintiffs and Class Members to work through rest breaks.

- (e) Whether Defendants failed to reimburse Plaintiffs and Class Members for necessary business-related costs expended for the benefit of Defendants.
- (f) Whether Defendants failed to provide Plaintiffs and Class Members accurate itemized wage statements.
- (g) Whether Defendants failed to pay wages timely to Plaintiffs and Class Members;
- (h) Whether Defendants failed to timely pay the Waiting Time Subclass all wages due upon termination or within seventy-two (72) hours of resignation.
- (i) Whether Defendants' conduct was willful or reckless.
- (j) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code §§ 17200, et seq.

25. There is a well-defined community of interest in this litigation and the proposed Class and subclasses are readily ascertainable:

(a) Numerosity: The Class Members are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiffs at this time, on information and belief, the Class is estimated to be greater than fifty (50) individuals. The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

(b) Typicality: Plaintiffs' claims (or defenses, if any) are typical of the claims (or defenses, if any) of the Class Members because Defendants' failure to comply with the provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiffs are also typical of the injuries sustained by the Class Members, because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

(c) Adequacy: Plaintiffs will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiffs' best interest to prosecute the claims alleged herein to obtain full compensation and penalties due. Plaintiffs' attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred and, throughout

1 the duration of this action, will continue to incur attorneys' fees and costs that have been and will be  
2 necessarily expended for the prosecution of this action for the substantial benefit of the Class  
3 Members.

4 (d) Superiority: The nature of this action makes use of class action adjudication  
5 superior to other methods. A class action will achieve economies of time, effort, and expense as  
6 compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be  
7 adjudicated in the same manner for the entire Class and Waiting Time Subclass at the same time. If  
8 appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a  
9 class action.

10 (e) Public Policy Considerations: Employers in the State of California violate  
11 employment and labor laws every day. Current employees are often afraid to assert their rights out of  
12 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they  
13 believe their former employers might damage their future endeavors through negative references  
14 and/or other means. Class actions provide class members who are not named in the complaint with a  
15 type of anonymity that allows for the vindication of their rights while affording them privacy  
16 protections.

### 17 **GENERAL ALLEGATIONS**

18 26. At all relevant times mentioned herein, Defendants employed Plaintiffs and other  
19 California residents as non-exempt employees throughout California at Defendants' California  
20 business location(s).

21 27. Defendants continue to employ non-exempt employees within California.

22 28. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
23 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were  
24 knowledgeable about California's wage and hour laws, employment and personnel practices, and the  
25 requirements of California law.

26 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
27 have known that Plaintiffs and Class Members were entitled to receive wages for all time worked  
28 (including minimum wages and overtime wages) and that they were not receiving all wages earned

1 for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders,  
2 Plaintiffs and Class Members were not paid all wages (including minimum wages and overtime wages)  
3 for all hours worked at the correct rate and within the correct time. For example, Defendants required  
4 Plaintiffs and Class Members to work while clocked out for meal periods, failed to pay them for  
5 waiting in line to clock in, failed to pay for off-the-clock work, failed to pay for COVID screenings,  
6 and failed to pay reporting time pay when required. Defendants also failed to include shift differentials  
7 in the regular rate of pay when calculating overtime.

8         30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
9 have known that Plaintiffs and Class Members were entitled to receive all required meal periods or  
10 payment of one (1) additional hour of pay at Plaintiffs' and Class Members' regular rate of pay when  
11 they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC  
12 Wage Orders, Plaintiffs and Class Members did not receive all meal periods or payment of one (1)  
13 additional hour of pay at Plaintiffs' and Class Members' regular rate of pay when they did not receive  
14 a timely, uninterrupted meal period. For example, Defendants required Plaintiffs and Class Members  
15 to work through their meal periods, to endure interrupted meal periods, and failed to pay premiums  
16 for meal period violations.

17         31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
18 have known that Plaintiffs and Class Members were entitled to receive all rest breaks or payment of  
19 one (1) additional hour of pay at Plaintiffs' and Class Members' regular rate of pay when a rest break  
20 was late, missed, or interrupted. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and  
21 Class Members did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiffs'  
22 and Class Members' regular rate of pay when a rest break was missed, late, or interrupted. For  
23 example, Defendants required Plaintiffs and Class Members to work through their rest periods, to  
24 endure interrupted rest periods, and failed to pay premiums for rest period violations.

25         32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
26 have known that Plaintiffs and Class Members were entitled to reimbursement and/or indemnification  
27 for all necessary business expenditures or losses as a direct consequence of the discharge of their  
28 duties, or of their obedience to the directions of Defendants. In violation of the Labor Code and IWC

1 Wage Orders, Plaintiffs and Class Members incurred necessary business expenses or losses, but were  
2 not reimbursed nor indemnified of such expenses or losses that were incurred as a direct consequence  
3 of the discharge of their duties, or of their obedience to the directions of Defendants. For example,  
4 Defendants required Plaintiffs and Class Members to bring their own tools to complete their job duties.

5 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
6 have known that Plaintiffs and Class Members were entitled to receive itemized wage statements that  
7 accurately showed the following information pursuant to the Labor Code: (1) gross wages earned; (2)  
8 total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece  
9 rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made  
10 on written orders of the employee may be aggregated and shown as one item; (5) net wages earned;  
11 (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and  
12 only the last four digits of his or her social security number or an employee identification number other  
13 than a social security number; (8) the name and address of the legal entity that is the employer; and  
14 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours  
15 worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiffs and Class  
16 Members were not provided with accurate itemized wage statements due the violations stated above  
17 and due to failure to list rates and hours for shift differentials.

18 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
19 have known that the Waiting Time Subclass was entitled to timely payment of wages due upon  
20 separation of employment. In violation of the Labor Code, the Waiting Time Subclass did not receive  
21 payment of all wages within the permissible time periods due to the violations above.

22 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should  
23 have known they had a duty to compensate Plaintiffs and Class Members, and Defendants had the  
24 financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so  
25 in order to increase Defendants' profits.

26 36. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief against  
27 Defendants on Plaintiffs' own behalf and on behalf of all Class Members to recover, among other  
28 things, unpaid wages (including minimum wages and overtime wages), unpaid meal period premium

1 payments, unpaid rest period premium payments, unreimbursed business expenditures, interest,  
2 attorneys' fees, penalties, costs, and expenses.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

6 37. Plaintiffs hereby re-allege and incorporates by reference all paragraphs above as though  
7 fully set forth herein.

8 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by  
9 the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the  
10 minimum so fixed is unlawful.

11 39. Plaintiffs and Class Members were employees entitled to the protections of Labor Code  
12 §§ 1194 and 1197.

13 40. During the relevant time period, Defendants failed to pay Plaintiffs and Class Members  
14 all wages owed when Defendants did not pay minimum wage for all hours worked.

15 41. During the relevant time period, Defendants failed to pay at least minimum wage to  
16 Plaintiffs and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

17 42. Defendants' failure to pay Plaintiffs and Class Members the required minimum wage  
18 violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiffs and Class Members are  
19 entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs,  
20 and attorneys' fees.

21 43. Pursuant to Labor Code § 1194.2, Plaintiffs and Class Members are entitled to recover  
22 liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest  
23 thereon.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

27 44. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
28 fully set forth herein.

1        45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to  
2 employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2)  
3 times the person's regular rate of pay, depending on the number of hours worked by the person on a  
4 daily or weekly basis.

5        46. Specifically, the applicable IWC Wage Orders provide that Defendants are and were  
6 required to pay overtime compensation to Plaintiffs and Class Members at the rate of one and one-half  
7 times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours  
8 in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on the  
9 seventh day of work in a workweek.

10       47. The applicable IWC Wage Orders further provide that Defendants are and were  
11 required to pay overtime compensation to Plaintiffs and Class Members at a rate of two times their  
12 regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day or  
13 in excess of eight (8) hours on the seventh day of work in a workweek.

14       48. California Labor Code § 510 codifies the right to overtime compensation at one and  
15 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or  
16 forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of  
17 work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve  
18 (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a workweek.

19       49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment of  
20 more than six days in a workweek is only permissible if the employer pays proper overtime  
21 compensation as set forth herein.

22       50. Plaintiffs and Class Members were employees entitled to the protections of California  
23 Labor Code §§ 510 and 1194.

24       51. During the relevant time period, Defendants required Plaintiffs and Class Members to  
25 work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive  
26 day of work, entitling them to overtime wages.

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28

1           52.     During the relevant time period, Defendants failed to pay Plaintiffs and Class Members  
2 overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of  
3 overtime wages, Plaintiffs and Class Members were not paid proper overtime wages.

4           53.     In violation of California law, Defendants knowingly and willfully refused to perform  
5 their obligations and compensate Plaintiffs and Class Members for all wages earned and all hours  
6 worked.

7           54.     Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of overtime  
8 compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198,  
9 and is therefore unlawful.

10          55.     Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover  
11 their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

### 12                               **THIRD CAUSE OF ACTION**

#### 13                               **FAILURE TO PROVIDE MEAL PERIODS**

14                       (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

15          56.     Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
16 fully set forth herein.

17          57.     Labor Code § 226.7 provides that no employer shall require an employee to work  
18 during any meal period mandated by the IWC Wage Orders.

19          58.     Section 11 of the applicable IWC Wage Order states, "[n]o employer shall employ any  
20 person for a work period of more than five (5) hours without a meal period of not less than 30 minutes,  
21 except that when a work period of not more than six (6) hours will complete the day's work the meal  
22 period may be waived by mutual consent of the employer and the employee."

23          59.     Labor Code § 512(a) provides that an employer may not require, cause, or permit an  
24 employee to work for a period of more than five (5) hours per day without providing the employee  
25 with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work  
26 period per day of the employee is not more than six (6) hours, the meal period may be waived by  
27 mutual consent of both the employer and the employee.

28 //

60. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

61. During the relevant time period, Plaintiffs and Class Members did not receive compliant meal periods for working more than five (5) and ten (10) hours per day because their meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant meal period is not provided.

63. At all relevant times, Defendants failed to pay Plaintiffs and Class Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

64. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional hour of pay for each day a compliant meal period was not provided, Plaintiffs and Class Members suffered and continue to suffer a loss of wages and compensation.

#### FOURTH CAUSE OF ACTION

## FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

65. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

66. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

67. Section 12 of the applicable IWC Wage Order states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[.]” and the “[a]uthorized rest period time shall be based on the total hours worked

1 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]" unless  
2 the total daily work time is less than three and one-half (3½) hours.

3 68. During the relevant time period, Plaintiffs and Class Members did not receive a ten  
4 (10) minute rest period for every four (4) hours or major fraction thereof worked, including working  
5 in excess of ten (10) hours in a day, because they were required to work through their rest periods  
6 and/or were not authorized to take their rest periods.

7 69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an  
8 employer to pay an employee one (1) additional hour of pay at the employee's regular rate of  
9 compensation for each work day that a compliant rest period is not provided.

10 70. At all relevant times, Defendants failed to pay Plaintiffs and Class Members rest period  
11 premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and  
12 section 12 of the applicable IWC Wage Order.

13 71. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional  
14 hour of pay for each day a compliant rest period was not provided, Plaintiffs and Class Members  
15 suffered and continue to suffer a loss of wages and compensation.

## 16 **FIFTH CAUSE OF ACTION**

### 17 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 (Violation of Labor Code §§ 2800, 2802)

19 72. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
20 fully set forth herein.

21 73. Labor Code § 2800 states that "[a]n employer shall in all cases indemnify his employee  
22 for losses caused by the employer's want of ordinary care."

23 74. Labor Code § 2802(a) states that "[a]n employer shall indemnify his or her employee  
24 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
25 discharge of his or her duties, or of his or her obedience to the directions of the employer

26 75. Labor Code § 2802(b) states that "[a]ll awards made by a court . . . for reimbursement  
27 of necessary expenditures under this section shall carry interest at the same rate as judgments in civil  
28 actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure

1 or loss.”

2 76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary  
3 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees  
4 incurred by the employee enforcing the rights granted by this section.”

5 77. During the relevant time period, Plaintiffs and Class Members incurred necessary  
6 business-related costs that were not fully reimbursed by Defendants.

7 78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or  
8 indemnify Plaintiffs and Class Members for their expenses due to Defendants’ knowing and  
9 intentional failure to reimburse necessary business expenditures in connection with Plaintiffs’ and  
10 Class Members’ work and job duties.

11 79. As a direct result, Plaintiffs and Class Members have suffered and continue to suffer  
12 losses, and therefore seek complete reimbursement and indemnification of necessary business  
13 expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the  
14 rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

## 15 SIXTH CAUSE OF ACTION

### 16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 (Violation of Labor Code § 226; Violation of IWC Wage Order)

18 80. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
19 fully set forth herein.

20 81. Labor Code § 226(a) requires Defendants to provide each employee with an accurate  
21 wage statement in writing showing nine pieces of information, including, the following:

22 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units  
23 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
24 provided that all deductions made on written orders of the employee may be aggregated and shown as  
25 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,  
26 (7) the name of the employee and the last four digits of his or her social security number or an  
27 employee identification number other than a social security number, (8) the name and address of the  
28 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and

1 the corresponding number of hours worked at each hourly rate by the employee.

2       82. During the relevant time period, Defendants have knowingly and intentionally failed  
3 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs and Class  
4 Members. The deficiencies include, among other things, the failure to correctly state the gross and net  
5 wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked  
6 at each hourly rate by Plaintiffs and Class Members.

7       83. As a result of Defendants' knowing and intentional failure to comply with Labor Code  
8 § 226(a), Plaintiffs and Class Members have suffered injury and damage to their statutorily-protected  
9 rights. Specifically, Plaintiffs and Class Members are deemed to suffer an injury pursuant to Labor  
10 Code § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiffs and  
11 Class Members were denied both their legal right to receive, and their protected interest in receiving,  
12 accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants failed  
13 to provide the accurate rates of pay on wage statements, Defendants prevented Plaintiffs and Class  
14 Members from determining if all hours worked were paid at the appropriate rate and the extent of the  
15 underpayment. Plaintiffs had to file this lawsuit in order to analyze the extent of the underpayment,  
16 thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in  
17 these efforts and incur these costs had Defendants provided the accurate hours worked, wages earned,  
18 and rates of pay. This has also delayed Plaintiffs' ability to demand and recover the underpayment of  
19 wages from Defendants.

20       84. Plaintiffs and Class Members are entitled to recover from Defendants the greater of all  
21 actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty dollars  
22 (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) per  
23 employee for each violation in subsequent pay periods in an amount not exceeding four thousand  
24 dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

25       85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and  
26 Class Members from knowing, understanding, and disputing the wages paid to them and resulted in  
27 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional  
28 failure to comply with California Labor Code § 226(a), Plaintiffs and Class Members have suffered

1 an injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PAY TIMELY DURING EMPLOYMENT**

4 (Violation of Labor Code §§ 204, 210)

5 86. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
6 fully set forth herein.

7 87. Pursuant to California Labor Code § 204, employees must be paid within a certain  
8 number of days of the close of the pay period.

9 88. During the relevant time period, Defendants failed to timely pay Plaintiffs and Class  
10 Members wages earned during the pay period.

11 89. Such a pattern, practice and uniform administration of corporate policy regarding  
12 timely payment of wages as described herein is unlawful and creates an entitlement to recovery by  
13 Plaintiffs in a civil action, for the unpaid balance of the full amount of damages owed, including  
14 interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California  
15 Labor Code § 210.

16 90. As a direct and proximate cause of these violations, Class Members have been  
17 damaged, in an amount to be determined at trial.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

20 (Violation of Labor Code §§ 201, 202, and 203)

21 91. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
22 fully set forth herein.

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

1           93.     During the relevant time period, Defendants willfully failed to pay the Waiting Time  
2 Subclass all their earned wages upon termination, either at the time of discharge or within seventy-  
3 two (72) hours of their leaving Defendants' employ.

4           94.     Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time  
5 of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of  
6 Labor Code §§ 201 and 202.

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

11          96.     Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover from  
12 Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular  
13 daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of  
14 thirty (30) days.

## 15                                   NINTH CAUSE OF ACTION

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

17                               (Violation of Business and Professions Code §§ 17200, et seq.)

18          97.     Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though  
19 fully set forth herein.

20          98.     California Business and Professions Code §§ 17200, et seq., prohibits acts of unfair  
21 competition, which includes any "unlawful, unfair or fraudulent business act or practice "

22          99.     A violation of California Business and Professions Code §§ 17200, et seq., may be  
23 predicated on a violation of any state or federal law. In the instant case, Defendants' policies and  
24 practices violated state law, causing Plaintiffs and Class Members to suffer and continue to suffer  
25 injuries-in-fact.

26          100.    Defendants' policies and practices violated state law in at least the following respects:

- 27                   (a)   Failing to pay all wages earned (including minimum wage and overtime wages)  
28                               to Plaintiffs and Class Members at the proper rate and in a timely manner in

violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.

- (b) Failing to provide compliant meal periods without paying Plaintiffs and Class Members premium wages for every day said meal periods were not provided in violation of Labor Code §§ 226.7 and 512.
- (c) Failing to authorize or permit compliant rest breaks without paying Plaintiffs and Class Members premium wages for every day said rest breaks were not authorized or permitted in violation of Labor Code § 226.7.
- (d) Failing to reimburse Plaintiffs and Class Members for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- (e) Failing to provide Plaintiffs and Class Members with accurate itemized wage statements in violation of Labor Code § 226.
- (f) Failing to timely pay all earned wages to the members of the Waiting Time Subclass upon separation of employment in violation of Labor Code §§ 201, 202, and 203.

101. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to furnish accurate wage statements, and failing to pay all wages due and owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in order to decrease their costs of doing business and increase their profits.

102. At all relevant times herein, Defendants held themselves out to Plaintiffs and Class Members as being knowledgeable concerning the labor and employment laws of California.

103. At all times relevant herein, Defendants intentionally avoided paying Plaintiffs and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

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104. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, et seq.

105. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiffs and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

106. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiffs and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

#### **TENTH CAUSE OF ACTION**

##### **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

107. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs as though fully set forth herein.

108. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

109. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

110. Defendants' conduct violates numerous Wage Order and Labor Code sections, including, but not limited to, the following:

- a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiffs and other aggrieved employees during employment and upon separation of employment as herein alleged;
- b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiffs and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

111. Plaintiffs are “aggrieved employees” because they was employed by the alleged violator and had one or more of the violations committed against them, and therefore are properly suited to represent the interests of all other aggrieved employees.

112. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

113. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

114. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs incurred herein.

**PRAYER FOR RELIEF**

On Plaintiffs' own behalf and on behalf of all others similarly situated, Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;

2. For appointment of Donald J Tvrdik and Arturo Valdivia as class representatives;

3. For appointment of Schneider Wallace Cottrell Kim LLP and Aegis Law Firm, PC, as class counsel for all purposes;

4. For compensatory damages in an amount according to proof at trial;

5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;

6. For economic and/or special damages in an amount according to proof at trial;

7. For liquidated damages pursuant to Labor Code § 1194.2;

8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;

10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

12. For pre-judgment interest;

13. For civil penalties;

14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 226(e), 1194, and 2698 *et seq.*; and

15. For such other relief as the Court deems just and proper.

1 Date: April 21, 2026

2 By: Esther Lee Bylsma  
3 Carolyn H. Cottrell  
4 Esther L. Bylsma  
5 Sandra Acosta Tello  
6 **SCHNEIDER WALLACE**  
7 **COTTRELL KIM LLP**  
8 *Attorneys for Plaintiffs*