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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ALFREDO GUZMAN RODRIGUEZ,
individually and on behalf of all individuals
similarly situated,

Plaintiff,

vs.

VAN EXEL DAIRY, a Partnership;
HENRY P. VAN EXEL, an individual; and
DOES 1 through 50, inclusive,

Defendants.

STK-CV-002-2025-

2466

CLASS ACTION COMPLAINT

1. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER NO. 14 AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1194.2, 1197;
3. FAILURE TO PAY DOUBLE TIME AND OVERTIME COMPENSATION IN VIOLATION OF CAL. LABOR CODE § 1194, *ET SEQ.*;
4. FAILURE TO PROVIDE WAGE STATEMENTS IN VIOLATION OF CAL. LABOR CODE § 226;
5. MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7, 512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050
6. FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN

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SUPERIOR COURT-STOCKTON

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VIOLATION OF CAL. LABOR CODE § 201-203; AND
7. VIOLATIONS OF CAL. B&P CODE §§ 17200, *ET SEQ.*;

DEMAND FOR JURY TRIAL

1 Plaintiff ALFREDO GUZMAN RODRIGUEZ, an individual and on behalf of all individuals
2 similarly situated ("Plaintiff"), hereby brings this Class Action Complaint for Damages against
3 Defendants VAN EXEL DAIRY ("VED"), a partnership; HENRY P. VAN EXEL ("VAN EXXEL"),
4 an individual, and DOES 1 through 50, inclusive, (collectively, "Defendants") and states and alleges
5 as follows:

6 **THE PARTIES**

7 1. Plaintiff was, at all times relevant to this Complaint, an adult individual living and
8 working in Los Angeles County, California.

9 2. At all times relevant to this Complaint, Defendant VED is and was a partnership
10 operating a business within the State of California, specifically in the County of San Joaquin.

11 3. Plaintiff is unaware of the true names or capacities of Defendants sued herein under the
12 fictitious names DOES 1–50 but prays for leave to amend and serve such fictitiously named Defendants
13 pursuant to California Code of Civil Procedure section 474 once their names and capacities become
14 known.

15 4. Plaintiff is informed and believes, and thereon alleges, that DOES 1–50 are the partners,
16 agents, owners, shareholders, managers, principals or employees of Defendants and/or were acting on
17 behalf of Defendants.

18 5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
19 omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–50, each
20 acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and
21 all Defendants were in accordance with, and represent the policy of, all Defendants.

22 6. At all times herein mentioned, Defendants, and each of them, ratified each and every
23 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
24 aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing
25 the damages herein alleged.

26 7. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
27 in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences
28 and transactions alleged herein.

1 **JURISDICTION**

2 8. This action is properly filed in Los Angeles County because the acts and omissions that
3 give rise to Plaintiff's claims took place in San Joaquin County, California, as Plaintiff was employed
4 by Defendants in San Joaquin County, California, and Defendants transact business in this County.

5 9. This Court has jurisdiction over Defendants because Defendants have sufficient
6 minimum contacts with and regularly conduct business within the State of California, specifically in
7 the County of San Joaquin.

8 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

9 10. VAN EXEL owned and/or controlled the businesses operated by VED, and furthermore,
10 VAN EXEL exercised control over the labor practices of each and every one of the employees
11 (inclusive of Plaintiff) of each and every one of their said interests, and caused the violations at issue
12 in this Complaint.

13 11. Based on the foregoing allegations, VAN EXEL, in fact, caused violations at-issue in
14 this Complaint, thereby creating individual liability under Labor Code § 558.1.

15 12. Pursuant to the provisions of Labor Code § 558, the liability of VAN EXEL would
16 include any and all amounts sufficient to recover any and all missed meal and rest break premiums and
17 unpaid wages to Plaintiff and the Class Members.

18 13. As further referenced hereinbelow, the viability of obtaining liability of individuals by
19 this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th
20 1075, 1089 where the court noted that individual liability against non-employers could be obtained
21 through the use of § 558.

22 14. PLAINTIFF is informed and believes, and based thereon alleges, that there exists such
23 a unity of interest and ownership between VED, VAN EXEL, and DOES 1-50 that the individuality
24 and separateness of defendants have ceased to exist.

25 15. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
26 formation of purported corporate existence, VED, VAN EXEL, and DOES 1-50 are, in reality, one and
27 the same, including, but not limited to because:

28 a. VED is or was completely dominated and controlled by VAN EXEL and DOES 1-50,

1 who personally committed the frauds and violated the laws as set forth in this complaint, and
2 who have hidden and currently hide behind VED to perpetrate frauds, circumvent statutes, or
3 accomplish some other wrongful or inequitable purpose.

4 b. VAN EXEL and DOES 1-50 have acted on behalf of VED, who violate, or cause to be
5 violated, the provisions regulating minimum wages or hours and days of work in any order of
6 the Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code
7 Sections 203, 226, 226.7, 510, 1194, 1197, or 2802.

8 c. VAN EXEL and DOES 1-50 have acted on behalf of VED, who violate, or cause to be
9 violated, the provisions regulating meal and rest breaks in any order of the Industrial Welfare
10 Commission, or violate, or cause to be violated, California Labor Code Sections 226.7, and 512.

11 d. VAN EXEL and DOES 1-50 derive actual and significant monetary benefits by and
12 through VED as the funding source for their own personal expenditures.

13 e. Plaintiff is informed and believes that VAN EXEL, VED, and DOES 1-50, while really
14 one and the same, were segregated to appear as though separate and distinct for purposes of
15 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or
16 inequitable purpose.

17 f. Plaintiff is informed and believes that VED does not or did not comply with all requisite
18 corporate formalities to maintain a legal and separate corporate existence.

19 g. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of
20 VAN EXEL, VED, and DOES 1-50 are, and at all times relevant were, so mixed and
21 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
22 confusion.

23 h. VED is, and at all times relevant hereto was, used by VAN EXEL and DOES 1-50 as a
24 mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the
25 alter ego of VAN EXEL and DOES 1-50. The recognition of the separate existence of VED
26 and/or VAN EXEL would not promote justice, in that it would permit Defendants to insulate
27 themselves from liability to Plaintiff for violations of the Labor Code. The corporate existence
28 of VAN EXEL, VED, and DOES 1-50 should be disregarded in equity and for the ends of

1 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

2 16. Accordingly, VED constitute the alter ego of VAN EXEL and DOES 1-50, and the
3 fiction of their separate corporate existence must be disregarded.

4 17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
5 thereon alleges that VED, VAN EXEL, and DOES 1-50 are Plaintiff's joint employers by virtue of a
6 joint enterprise, and that Plaintiff was an employee of VED, VAN EXEL, and DOES 1-50. Plaintiff
7 performed services for each and every one of Defendants, and to the mutual benefit of all Defendants,
8 and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the
9 manner in which Defendants' business was and is conducted.

10 **FACTUAL ALLEGATIONS**

11 18. Plaintiff worked for Defendants as an hourly, non-exempt employee in the position of
12 "Milker" since on or around November 5, 2024, until on or around January 3, 2025.

13 19. Plaintiff's job duties included milking the cows in Defendants' farm. Plaintiff regularly
14 worked from 7 a.m. to 7 p.m., or longer. Throughout his employment, Plaintiff repeated a fixed work
15 schedule of four (4) consecutive days with the fifth day off.

16 20. Despite his normal schedule, Plaintiff was required to report about thirty (30) minutes
17 before he actually clocked in to change and prepare for work. Yet, Plaintiff and the Class Members
18 were not paid for these extra hours. Additionally, after clocking out, Plaintiff and the Class Members
19 were required to stay and work an extra ten (10) to twenty (20) minutes while waiting for the next shift
20 to arrive, but were never paid for this additional time spent working.

21 21. Since Plaintiff and the Class Members were working twelve (12) hour shifts, Plaintiff
22 and the Class Members were entitled to additional wages at the Double Time rate, but Defendants never
23 paid Plaintiff and the Class Members for the additional hours worked.

24 22. Furthermore, Plaintiff and the Class Members often worked more than twelve (12) hours
25 a day, but Defendants did not properly compensate Plaintiff and the Class Members with proper double
26 time rates.

27 23. Also, throughout Plaintiff's employment with Defendants, Plaintiff was not given a
28 proper second thirty (30) minute meal break as required by law on days where Plaintiff worked more

1 than ten (10) hours a day. Thus, even on days where Plaintiff properly received his first meal period,
2 Defendants failed to provide Plaintiff with his second meal period and never paid Plaintiff the one (1)
3 hour of pay at his regular rate of compensation for each workday where a legally compliant second
4 meal period was not provided.

5 24. Moreover, throughout their employment with Defendants, Plaintiff and the Class
6 Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute
7 paid rest period for every four (4) hours worked or major fraction thereof. Despite the aforementioned,
8 during their employment with Defendants, Plaintiff and the Class Members were not paid one (1) hour
9 of pay at their regular rate of compensation for each workday where a legally compliant rest period
10 was not provided.

11 25. Despite the aforementioned, during their employment with Defendants, Plaintiff and the
12 Class Members were not paid one (1) hour of pay at their regular rate of compensation for each workday
13 where a legally compliant meal period was not provided nor were they paid one (1) hour of pay at their
14 regular rate of compensation for each workday where a legally compliant rest period was not provided..

15 26. As a result of Defendants' failure to pay all hours worked, failure to pay proper overtime
16 and double time wages, and failure to pay all meal and rest premiums, Defendants maintained
17 inaccurate payroll records.

18 27. Defendants have engaged in, and continue to engage in, unfair business practices in
19 California by practicing, employing, and utilizing the employment practices and policies outlined
20 above. Defendants' utilization of such unfair business practices constitutes unfair competition and
21 provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
22 business practices deprives Plaintiff and the Class Members of the general minimum working standards
23 and entitlements due to them under California law and the Industrial Welfare Commission wage orders
24 as described herein.

25 28. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class
26 Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of
27 wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants
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1 to fully perform their obligations under state law, all to their respective damage in amounts according
2 to proof at the time of trial.

3 **CLASS ACTION ALLEGATIONS**

4 29. Plaintiff brings this action as a class action on behalves of the following defined Class:

5 The Class: All individuals who have been, or currently are, employed by Defendants as “non-
6 exempt employees” during the Class Period.

7 30. “Class Period” is defined as the time from February 12, 2021, through the date that
8 judgment is entered, based upon information and belief that the violations, as described more fully
9 hereinafter, began long before February 12, 2021, and are continuing. Plaintiff and members of Class
10 herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this
11 matter proceeds.

12 31. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the
13 Class Period, dozens of Class members have been employed by Defendants as non-exempt employees
14 in the State of California. Because so many persons have been employed by Defendants in this capacity,
15 the members of the Plaintiffs’ Class are so numerous that joinder of all members is impossible and/or
16 impracticable.

17 32. Commonality: Common questions of law, in fact, exist as to all members of the
18 Plaintiffs’ Class *and predominate over any questions affecting solely individual members of the*
19 *Plaintiffs’ Class. Among the questions of law and fact, that are relevant to the adjudication of Class*
20 *members claims are as follows:*

21 (a) Whether Defendants had/have policies and/or practices that result in hours worked not
22 being properly compensated;

23 (b) Whether Defendants unlawfully failed to properly calculate and pay overtime and
24 double time compensation due and owing to the Plaintiff and members of the Class in violation
25 of Labor Code § 1194;

26 (c) Whether Defendants’ policy and/or practice of failing to accurately pay overtime and
27 double time to Plaintiff and members of the Class violates applicable provisions of California
28

1 Law, including Labor Code sections, applicable Industrial Welfare Commission Orders, and
2 applicable State Regulations;

3 (d) Whether Defendants had/have a policy and/or practice that resulted in Plaintiff and the
4 Class not receiving any wage statements;

5 (e) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
6 members with accurate, itemized wage statements upon payment of wages in violation of Labor
7 Code § 226;

8 (f) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members
9 of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512,
10 and 12 CCR § 11040;

11 (g) Whether Plaintiff and Class members sustained damages, and if so, the proper measure
12 of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,

13 (h) Whether Defendant violated the Unfair Competition Law of California, §17200, *et seq.*,
14 by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by
15 failing to pay all wages due and for all hours worked, failing to reimburse for business expenses;
16 failing to provide meal and rest breaks; failing to furnish an accurate, itemized wage statement
17 upon payment of wages.

18 33. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
19 Plaintiff, like other members of the Class working for Defendants in California, was subjected to
20 Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
21 those of other Class members.

22 34. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of
23 the members of the Class and have retained counsel competent and experienced in both class action
24 and employment litigation.

25 35. Questions of law or fact common to Class members predominate over any questions
26 solely affecting individual Class members and class action is superior to other available methods for
27 the fair and efficient adjudication of this controversy.
28

36. Class action treatment will allow a large number of similarly situated Class members to simultaneously and efficiently prosecute his common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail.

37. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

38. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
INDUSTRIAL WELFARE COMMISSION ORDER NO. 14 AND LABOR CODE §§200, 226,
500, 510, 1194, 1197, AND 1198**

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

39. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

40. At all times relevant herein, Defendants were required to compensate its non-exempt employees for all hours worked, pursuant to Industrial Welfare Commission Order 14, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

41. As alleged above, Plaintiff and the Class were not paid the correct minimum wage or overtime and double time wages for all hours worked.

42. Under the aforementioned wage orders and regulations, Plaintiff and the Class are entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties pursuant to Labor Code §§ 203 and 226.

43. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in

1 seeking to compel Defendants to fully perform their obligations under state law, all to their respective
2 damage in amounts according to proof at time of trial.

3 44. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory
4 damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of
5 this Court.

6 45. As a proximate result of the aforementioned violations, Plaintiff and the Class have been
7 damaged in an amount according to proof at time of trial.

8 46. Defendants' conduct described herein violates Industrial Welfare Commission Order
9 14, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR §
10 11040 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to
11 recover damages for the nonpayment of wages of all hours worked that were improperly deducted
12 and/or not counted as a result of Defendants' policies, liquidated damages for underpayment of
13 minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

14 47. WHEREFORE, Plaintiff requests relief as hereinafter provided.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF**

17 **LABOR CODE §§ 1182.12, 1194, 1194.2, 1197**

18 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

19 48. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,
20 the allegations contained in all preceding paragraphs.

21 49. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law
22 is unlawful. An employer violates the minimum wage statute even if the average rate for paid and
23 unpaid hours exceeded the minimum wage.

24 50. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class the
25 legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Under California
26 law, Plaintiff and the Class are entitled to at least the minimum wage for every hour worked.

27 51. Defendants' failure to pay the legal minimum wage to Plaintiff and the Class as alleged
28 herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff and

1 the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated
2 as the difference between the straight time compensation paid and applicable minimum wage, including
3 interest thereon.

4 52. As a direct result, Plaintiff and the Class have suffered, and continue to suffer,
5 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
6 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
7 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
8 the minimum jurisdiction of this Court.

9 53. Defendants have committed the acts alleged herein knowingly and willfully, with the
10 wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting
11 to malice, and in conscious disregard of Plaintiff and the Class' rights. Plaintiff and the Class are thus
12 entitled to recover nominal, actual and compensatory damages in amounts according to proof at time
13 of trial, but in amounts in excess of the minimum jurisdiction of this Court.

14 54. Pursuant to Labor Code § 1194, Plaintiff requests that the court award reasonable
15 attorneys' fees and costs incurred by Plaintiff in this action.

16 55. In addition, pursuant to Labor Code §1194.2, Plaintiff and the Class are entitled to
17 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest
18 thereon.

19 56. WHEREFORE, Plaintiff requests relief as hereinafter provided.

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21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY FULL OVERTIME AND DOUBLE TIME COMPENSATION**

23 **IN VIOLATION OF CAL. LABOR CODE SECTION 1194, *ET SEQ.***

24 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

25 57. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,
26 the allegations contained in all preceding paragraphs.

27 58. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code
28 §§ 200, 226, 500, 510, 1194, and 1198, Defendants were required to compensate Plaintiff and the Class

1 for all overtime work performed for the benefit of Defendants, which is calculated at one and one-half
2 (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty
3 (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day; with double
4 time after eight (8) hours on the seventh day of any work week, or after 12 hours in any work day

5 59. Plaintiff and the Class were non-exempt employees entitled to the protections of the
6 Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194, and 1198. During the
7 course of Plaintiff's and the Class' employment, Defendants failed to compensate Plaintiff and the
8 Class for all overtime and double time hours worked as required under the aforementioned labor codes
9 and regulations.

10 60. In violation of state law, Defendants have knowingly and willfully refused to perform
11 their obligations to compensate Plaintiff and the Class for all overtime and double time wages earned
12 and all hours worked.

13 61. As a direct result, Plaintiff and the Class have suffered, and continues to suffer,
14 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
15 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
16 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
17 the minimum jurisdiction of this Court.

18 62. Defendants have committed the acts alleged herein knowingly and willfully, with the
19 wrongful and deliberate intention of injuring Plaintiff, from improper motives amounting to malice,
20 and in conscious disregard of Plaintiff's and the Class' rights. Plaintiff and the Class are thus entitled
21 to recover nominal, actual and compensatory damages in amounts according to proof at time of trial,
22 but in amounts in excess of the minimum jurisdiction of this Court.

23 63. Defendants' conduct described herein violates the Industrial Welfare Commission
24 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
25 203, 226, 226.7, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of
26 overtime compensation Defendants owe Plaintiff and the Class plus interest, penalties, attorneys' fees,
27 expenses, and costs of suit.

28 64. WHEREFORE, Plaintiff requests relief as hereinafter provided.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE WAGE STATEMENTS IN VIOLATION OF CAL. LABOR**

3 **CODE §226**

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

5 65. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,
6 the allegations contained in all preceding paragraphs.

7 66. Labor Code §226(a) sets forth reporting requirements for employers when they pay
8 wages, as follows:

9 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees
10 . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the
11 employee . . . (8) the name and address of the legal entity that is the employer..."

12 Section (e) provides: "An employee suffering injury as a result of a knowing and intentional
13 failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all
14 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
15 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
16 aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and
17 reasonable attorneys' fees."

18 67. Defendants failed to provide Plaintiff and the Class of any wage statements that
19 accurately recorded the regular, overtime, and double time hours worked by Plaintiff and the Class,
20 and total wages due.

21 68. Plaintiff and the Class were damaged by this failure to provide accurate wage statements
22 because, among other things, Plaintiff was unable to determine the proper amount of wages actually
23 owed to him, and whether he had received full compensation therefore.

24 69. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as well
25 as interest, attorneys' fees and costs pursuant to Labor Code §226(e), and all other damages, attorneys'
26 fees, costs, expenses and interest permitted by statute.

27 70. WHEREFORE, Plaintiff requests relief as hereinafter provided.

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1 **FIFTH CAUSE OF ACTION**

2 **MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7,**

3 **512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050**

4 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

5 71. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,
6 the allegations contained in all preceding paragraphs.

7 72. Throughout the employment of Plaintiff and the Class, Defendants failed to provide all
8 meal and rest breaks as required by law.

9 73. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty for
10 all missed meal and rest periods.

11 74. Plaintiff and the Class are entitled to recover additional compensation for all meal and
12 rest periods that were missed, but not paid for during his employment, plus penalties pursuant to Labor
13 Code §§ 226.7 and 558.

14 75. Defendants' conduct described herein violates the Industrial Welfare Commission
15 Order 14-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and
16 California Code of Regulations § 11040.

17 76. As a proximate result of the aforementioned violations, Plaintiff and the Class have been
18 damaged in an amount according to proof at time of trial and has suffered, and continue to suffer,
19 substantial losses related to the use and enjoyment of such monies, and lost interest on such monies in
20 seeking to compel Defendants to fully perform their obligation under state law. Plaintiff and the Class
21 are thus entitled to recover nominal, actual, and compensatory damages in an amount according to
22 proof at time of trial.

23 77. WHEREFORE, Plaintiff requests relief as hereinafter provided.

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN**

26 **VIOLATION OF CAL. LABOR CODE § 201-203**

27 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

28 78. Plaintiff repeats and re-alleges the allegations set forth above and incorporates the same

1 by reference as though fully set forth herein.

2 79. Labor Code § 201 provides, in relevant part, “[i]f an employer discharges an employee,
3 the wages earned and unpaid at the time of discharge are due and payable immediately.”

4 80. Labor Code § 202 provides, in relevant part, “[i]f an employee not having a written
5 contract for a definite period quits his or her employment, his or her wages shall become due and
6 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
7 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
8 quitting.”

9 81. Pursuant to Labor Code § 201, upon Plaintiff’s and Class members’ termination,
10 Defendants were required to pay all earned wages.

11 82. Defendants failed to compensate Plaintiff and Class members their entitled wages by
12 failing to compensate them for all hours worked including overtime hours worked, meal and rest
13 premiums, and failing to provide wage statements reflecting the accurate number of hours worked per
14 pay period. Plaintiff and the Class members’ wages remained unpaid even after their separation from
15 employment.

16 83. Plaintiff and the Class Members are entitled to “waiting time” penalties under Labor
17 Code § 203.

18 84. WHEREFORE, Plaintiff requests relied as hereinafter provided.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

21 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

22 85. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein,
23 the allegations contained in all preceding paragraphs.

24 86. Section 17200 of the California Business and Professions Code prohibits any unlawful,
25 unfair or fraudulent business act or practice.

26 87. Plaintiff and the Class have suffered and continues to suffer injury in fact and monetary
27 damages as a result of Defendants’ actions. The actions by Defendants as herein alleged amount to
28 conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair business

1 practices in violation of Business and Professions Code § 17200, *et seq.*

2 88. Defendants' conduct as herein alleged has damaged Plaintiff by denying his wages due
3 and payable including overtime and double time wages, by failing to provide meal and/or rest periods,
4 failing to provide proper wage statements, and failing to pay all final wages due at termination.
5 Defendants' actions are thus substantially injurious to Plaintiff causing him injury in fact and loss of
6 money.

7 89. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
8 due to Plaintiff.

9 90. The amount of wages due Plaintiff can be readily determined from Defendants' records.
10 Plaintiff is entitled to restitution of monies due and obtained by Defendants during the period of last 4
11 years as a result of Defendants' unlawful and unfair conduct.

12 91. Defendants' course of conduct, acts, and practices in violation of the California law as
13 mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of
14 the Business and Professions Code.

15 92. The harm to Plaintiff of being wrongfully denied lawfully earned and unpaid wages
16 outweighs the utility, if any, of Defendants' policies and practices and, therefore, Defendants' actions
17 described herein constitute an unfair business practice or act within the meaning of Business and
18 Professions Code § 17200.

19 93. Defendants' conduct described herein threatens an incipient violation of California's
20 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
21 threatens or harms competition.

22 94. Defendants' course of conduct described herein further violates Business and
23 Professions Code 17200 in that it is fraudulent, improper, and unfair.

24 95. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
25 described herein above have injured Plaintiff in that he was wrongfully denied the timely and full
26 payment of wages due to him.

27 96. WHEREFORE, Plaintiff requests relief as hereinafter provided.
28

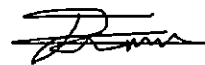
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment as follows:

- 3 1. For nominal damages;
- 4 2. For compensatory damages;
- 5 3. For equitable relief in the nature of declaratory relief, restitution of all monies due to
- 6 Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and
- 7 accounting;
- 8 4. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 210, 226, 226.7, 510,
- 9 512, 558, 1194, 1197, 1197.1. and all other applicable sections;
- 10 5. For interest accrued to date;
- 11 6. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, and 1194;
- 12 7. For reasonable attorneys' fees pursuant to Labor Code §§ 218.6, 226, 226.7, and 1194;
- 13 and
- 14 8. For all such other and further relief that the Court may deem just and proper.
- 15

16 DATED: February 12, 2025

LOYR, APC

17 
18 By: _____

19 Young W. Ryu, Esq.
20 Zachariah E. Moura, Esq.
21 Kee Seok Mah, Esq.
22 Harley M. Phleger, Esq.
23 Jack C. Perez, Esq.
24 Attorneys for Plaintiff
25 ALFREDO GUZMAN RODRIGUEZ
26
27
28

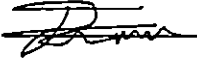
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: February 12, 2025

LOYR, APC

By: _____


Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Kee Seok Mah, Esq.
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ALFREDO GUZMAN RODRIGUEZ