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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

EDUARDO AGUILAR, an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

RAVAGO AMERICAS LLC, a Delaware
Limited Liability Company; RAVAGO
CHEMICAL DISTRIBUTION, INC., a
Delaware corporation; RAVAGO HOLDINGS
AMERICA, INC., a Delaware corporation; and
DOES 1- 50, inclusive,

Defendants.

Case No.

**CLASS ACTION AND PAGA
COMPLAINT FOR DAMAGES AND
PENALTIES**

- (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197, 1197.1)**
- (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1198)**
- (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512)**
- (4) Failure to Provide Rest Periods (Cal. Lab. Code § 226.7)**
- (5) Failure to Pay Wages Upon Discharge of Employment/Waiting Time Penalties (Cal. Lab. Code § 201-203)**
- (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226(a) et seq.)**
- (7) Failure to Keep Requisite Payroll Records (Cal. Lab. Code § 1174(d))**
- (8) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802)**
- (9) Unfair Business Competition (Bus. & Prof. Code § 17200 et seq.)**

1 (10) Private Attorneys General Act
2 (“PAGA”) (Cal. Lab. Code § 2699 et
3 seq.)

4 **DEMAND FOR JURY TRIAL**
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10 Plaintiff EDUARDO AGULAR (“Plaintiff”), hereby submits his Class Action and PAGA
11 Complaint against Defendants RAVAGO AMERICAS LLC, a Delaware limited liability
12 company; RAVAGO CHEMICAL DISTRIBUTION, INC., a Delaware corporation; RAVAGO
13 HOLDINGS AMERICA, INC., a Delaware corporation, and DOES 1-50 (hereinafter collectively
14 referred to as “Defendants”), as an individual on behalf of himself, of the Class of all other
15 similarly situated employees, and Aggrieved Employees, and alleges as follows:
16

17 **JURISDICTION AND VENUE**

18 1. This Court has jurisdiction over the violations of the California Labor Code,
19 California Business & Professions Code (“Bus. & Prof”), and the applicable Industrial Welfare
20 wage orders (“IWO”) that pertain to claims under the California Labor Code, Bus. & Prof. Code,
21 and IWOs for compensatory damages, restitution, penalties, wages, premium pay, wage
22 statements, and reimbursements to employees.

23 2. This class action is brought pursuant to the California Code of Civil Procedure
24 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
25 jurisdiction limits of the Superior Court and will be established according to proof at trial.

26 3. Venue is proper in San Bernardino County because Plaintiff worked for Defendants
27 in this county and Defendants maintain offices, employ individuals, and transact business in this
28 county.

PARTIES

4. On or about November 14, 2022, Plaintiff began working for Defendants as a non-exempt employee as a remote inventory coordinator. On or about November 6, 2024, Plaintiff's employment ended. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code.

5. Defendant RAVAGO AMERICAS LLC, (hereinafter "RAVAGO AMERICAS LLC") at all times mentioned herein, was and is, upon information and belief, a Delaware Limited Liability Company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

6. Defendant RAVAGO CHEMICAL DISTRIBUTION, INC., (hereinafter "RAVAGO CHEMICAL"), at all times mentioned herein, was and is, upon information and belief, a Delaware Corporation, and at all times mentioned herein, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

7. Defendant RAVAGO HOLDINGS AMERICA, INC., (hereinafter "RAVAGO HOLDINGS"), at all times mentioned herein, was and is, upon information and belief, a Delaware Corporation, and at all times mentioned herein, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

8. At all relevant times mentioned herein, Defendants were the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times relevant times mentioned herein, Defendants RAVAGO AMERICAS LLC, RAVAGO CHEMICAL DISTRIBUTION, INC., RAVAGO HOLDINGS AMERICA, INC., and DOES 1 through 50, and each of them were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement,

1 authorization and/or consent of each defendant designated as a DOE herein.

2 10. The true names and capacities, whether corporate, associate, individual or
3 otherwise, of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who sues said
4 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
5 information and belief alleges, that each of the defendants designated as a DOE is legally
6 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
7 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
8 Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities
9 when the same have been ascertained.

10 **CLASS ACTION ALLEGATIONS**

11 11. Plaintiff brings this action on his own behalf and on behalf of all other members
12 of the general public similarly situated, and, thus, seeks class certification under California Code
13 of Civil Procedure section 382. Plaintiff reserves the right to establish additional subclasses if
14 appropriate.

15 12. The proposed Class is defined as follows: All current and former non-exempt
16 employees who worked for any of the Defendants within the State of California at any time during
17 the period from four years preceding the filing of this Complaint to final judgment.

18 13. In addition, Plaintiff will seek to certify the following subclasses:

- 19 a. All of Defendants' current and former non-exempt California employees who
20 worked more than 3.5 hours in a shift at any time from four years prior to the
21 filing of this complaint to the present ("REST BREAK SUB-CLASS");
- 22 b. All of Defendants' current and former non-exempt California employees who
23 worked more than 5 hours in a shift at any time from four years prior to the
24 filing of this complaint to the present ("MEAL BREAK SUB-CLASS");
- 25 c. All of Defendants' current and former non-exempt California employees who
26 worked more than 8 hours in a shift at any time from four years prior to the
27 filing of this complaint to the present ("OVERTIME SUB-CLASS");
- 28 d. All of Defendants' current and former non-exempt California employees who

1 were not paid for all business-related expenses at any time from four years
2 prior to the filing of this complaint to the present (“REIMBURSEMENT SUB-
3 CLASS”);

4 **14. Numerosity and Ascertainability:** The members of the Class are so numerous
5 that joinder of all members would be impractical, if not impossible. The identity of the members
6 of the Class is readily ascertainable by review of Defendants records, including payroll records.
7 Plaintiff alleges that Defendants: (a) failed to provide accurate, itemized wage statements in
8 violation of Labor Code § 226; (b) failed to pay overtime for all hours worked in violation of
9 Labor Code §§ 510, 558, 1194, and 1197.1; (c) failed to pay minimum wages for all hours worked
10 in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failed to provide off-duty meal
11 and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failed to pay all earned wages to
12 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
13 IWC Wage Orders; (f) failed to reimburse business expenses in violation of Labor Code § 2802;
14 and (g) is engaged in Unfair Business Practices in violation of the UCL, the California Labor
15 Code, including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197,
16 1197.1, and the applicable IWC Wage Orders.

17 **15. Adequacy of Representation:** The named Plaintiff is fully prepared to take all
18 necessary steps to represent fairly and adequately the interests of the class defined above.
19 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and the
20 individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions
21 in the past and currently have a number of wage-and-hour class actions pending in California
22 courts.

23 **16.** Defendants uniformly administered a corporate policy and practice that (a) failed
24 to pay all wages for all hours worked; (b) failed to provide accurate itemized wage statements in
25 violation of Labor Code § 226; (c) failed to pay overtime on the correct regular rate; (d) failed to
26 provide duty-free meal and rest breaks; (e) failed to pay meal and rest break premium wages based
27 on the correct regular rate; (f) failed to pay all wages due upon separation of employment; and
28 (g) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code,

1 including without limitation, California Labor Code §§ 201-204, 233, 226, 226.7, 246, 510, 512,
2 558, 1194, 2802, and the applicable IWC Wage Orders.

3 17. **Common Question of Law and Fact:** There are predominant common questions
4 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
5 concerning Defendants: (a) failing to provide accurate, itemized wage statements in violation of
6 Labor Code § 226; (b) failing to pay overtime for all hours worked in violation of Labor Code §§
7 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages for all hours worked, in violation
8 of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-duty meal and rest
9 breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to pay all earned wages to
10 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
11 IWC Wage Orders; (f) failing to reimburse business expenses in violation of Labor Code § 2802;
12 and (g) engaging in Unfair Business Practices in violation of the UCL, the California Labor Code,
13 including without limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1,
14 and the applicable IWC Wage Orders.

15 18. **Typicality:** Plaintiffs claims are typical of all other class members as demonstrated
16 herein. Plaintiff will fairly and adequately protect the interests of the other class members with
17 whom she has a well-defined community of interest.

18 19. The California Labor Code and upon which Plaintiff bases these claims is broadly
19 remedial in nature. These laws and labor standards serve an important public interest in
20 establishing minimum working conditions and standards in California. These laws and labor
21 standards protect the average working employee from exploitation by employers who may seek
22 to take advantage of superior economic and bargaining power in setting onerous terms and
23 conditions of employment.

24 20. The nature of this action and the format of laws available to Plaintiff and members
25 of the Class identified herein make the class action format a particularly efficient and appropriate
26 procedure to redress the wrongs alleged herein. If each employee were required to file an
27 individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage
28 since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff

1 with Defendants' vastly superior financial and legal resources. Requiring each Class member to
2 pursue an individual remedy would also discourage the assertion of lawful claims by employees
3 who would be disinclined to file an action against their former and/or current employer for real
4 and justifiable fear of retaliation and permanent damage to their careers at subsequent
5 employment.

6 21. The prosecution of separate actions by the individual class members, even if
7 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
8 to individual Class members against the Defendants and which would establish potentially
9 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
10 individual Class members which would, as a practical matter, be dispositive of the interest of the
11 other Class members not parties to the adjudications or which would substantially impair or
12 impede the ability of the Class members to protect their interests. Further, the claims of the
13 individual members of the Class are not sufficiently large to warrant vigorous individual
14 prosecution considering all of the concomitant costs and expenses.

15 22. Such a pattern, practice and uniform administration of corporate policy regarding
16 illegal employee compensation described herein is unlawful and creates an entitlement to
17 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime,
18 unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay,
19 applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
20 California Labor Code §§ 201-203, 218.5, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198,
21 and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

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

25 24. The Class is commonly entitled to a specific fund with respect to the compensation
26 illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of
27 those funds being improperly withheld by Defendants. This action is brought for the benefit of
28 the entire class and will result in the creation of a common fund.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as non-exempt employees within the State of California, County of San Bernardino.

26. Defendants, jointly and severally, employed Plaintiff as a non-exempt employee, from approximately November 14, 2022, to approximately November 6, 2024, in the State of California, County of San Bernardino.

27. Defendants hired Plaintiff and the other class members and classified them as non-exempt employees and failed to compensate them for all hours worked and missed, late, and interrupted meal periods and/or rest breaks.

28. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiffs and the other class members' employment, and to supervise their daily employment activities.

29. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

30. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

31. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their non-exempt employees within the State of California. This pattern and practice involved failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks at the regular rate of pay and providing them accurate wage statements in violation of California law. For instance, including, but not limited to the pay date of November 1, 2024, Defendant did not pay Plaintiff all overtime wages earned.

1 33. Plaintiff would receive and respond to text messages from his co-workers and
2 supervisors after work hours for work related purposes. Additionally, Plaintiff was also required
3 to drive his personal vehicle to other locations without reimbursement.

4 34. In addition, Plaintiff's meal and rest breaks were frequently interrupted.

5 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that Plaintiff and the other class members were entitled to receive all wages
7 owed to them upon discharge or resignation, including overtime and minimum wages and meal
8 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
9 time of their discharge or resignation.

10 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
11 or should have known that Plaintiff and the other class members were entitled to receive all wages
12 owed to them during their employment. Plaintiff and the other class members did not receive
13 payment of all wages, including overtime and minimum wages and meal and rest period
14 premiums, within any time permissible under California Labor Code section 204.

15 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that Plaintiff and the other class members were entitled to receive complete
17 and accurate wage statements in accordance with California law, but, in fact, they did not receive
18 complete and accurate wage statements from Defendants. The deficiencies included, inter alia,
19 the failure to include the total number of hours worked by Plaintiff and the other class members.

20 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that Defendants were required to keep complete and accurate payroll
22 records for Plaintiff and the other class members in accordance with California law, but, in fact,
23 did not keep complete and accurate payroll records.

24 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
25 or should have known that Plaintiff and the other class members were entitled to reimbursement
26 for necessary business-related expenses.

27 40. During the relevant time period, Defendants failed to pay overtime wages to
28 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class

1 members were required to work more than eight (8) hours per day and/or forty (40) hours per
2 week without overtime compensation for all overtime hours worked.

3 41. During the relevant time period, Defendants failed to provide all requisite
4 uninterrupted meal and rest periods to Plaintiff and the other class members.

5 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 class members at least minimum wages for all hours worked.

7 43. During the relevant time period, Defendants failed to pay Plaintiff and the other
8 class members all wages owed to them upon discharge or resignation.

9 44. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members all wages within any time permissible under California law, including, inter alia,
11 California Labor Code section 204.

12 45. During the relevant time period, Defendants failed to provide complete or accurate
13 wage statements to Plaintiff and the other class members.

14 46. During the relevant time period, Defendants failed to keep complete or accurate
15 payroll records for Plaintiff and the other class members.

16 47. During the relevant time period, Defendants failed to reimburse Plaintiff and the
17 other class members for all necessary business-related expenses and costs.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(Cal. Labor Code §§ 1194, 1197, 1197.1)**

21 **(Against all Defendants, and DOES 1 through 50)**

22 48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 49. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
25 provide for the minimum wage to be paid to employees, and the payment of a lesser wage than
26 the minimum wage so fixed is unlawful.

27 50. During the relevant time period, Defendants failed to pay minimum wage to
28 Plaintiff and the other class members as required, pursuant to California Labor Code sections

1 1194, 1197, and 1197.1.

2 51. Defendants' failure to pay Plaintiff and the other class members the minimum
3 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
4 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
5 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
6 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

7 52. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
8 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
9 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
10 minimum wages.

11 53. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
12 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
13 unpaid and interest thereon.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **(Violation of California Labor Code §§ 226.7 and 512(a))**

17 **(Against all Defendants and DOES 1 through 50)**

18 54. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 55. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

24 56. Specifically, the applicable IWC Wage Order provides that Defendants are and
25 were required to pay Plaintiff and the other class members employed by Defendants, and working
26 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
27 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
28 (40) hours in a workweek.

1 57. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiff and the other class members overtime compensation at a rate of two
3 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4 58. California Labor Code section 510 codifies the right to overtime compensation at
5 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
6 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
7 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
8 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

9 59. During the relevant time period, Plaintiff and the other class members worked in
10 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

11 60. During the relevant time period, Defendants intentionally and willfully failed to
12 pay overtime wages owed to Plaintiff and the other class members.

13 61. Defendants' failure to pay Plaintiff and the other class members the unpaid balance
14 of overtime compensation, as required by California laws, violates the provisions of California
15 Labor Code sections 510 and 1198, and is therefore unlawful.

16 62. Pursuant to California Labor Code section 1194, Plaintiff and the other class
17 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
18 attorneys' fees.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 **(Violation of California Labor Code §§ 226.7, 512)**

22 **(Against All Defendants and DOES 1 through 50)**

23 63. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 64. At all relevant times, the IWC Order and California Labor Code sections 226.7
26 and 512(a) were applicable to Plaintiffs and the other class members' employment by Defendants.

27 65. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any meal or rest period mandated by an

1 applicable order of the California IWC. At all relevant times, the applicable IWC Wage Order
2 and California Lab or Code section 512(a) provide that an employer may not require, cause or
3 permit an employee to work for a work period of more than five (5) hours per day without
4 providing the employee with a meal period of not less than thirty (30) minutes, except that if the
5 total work period per day of the employee is no more than six (6) hours, the meal period may be
6 waived by mutual consent of both the employer and employee.

7 66. At all relevant times, the applicable IWC Wage Order and California Labor Code
8 section 512(a) further provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than ten (10) hours per day without providing the employee with
10 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
11 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
12 consent of the employer and the employee only if the first meal period was not waived.

13 67. During the relevant time period, Plaintiff and the other class members who were
14 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
15 legally-mandated meal periods by mutual consent, were required to work for periods longer than
16 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/ or
17 rest period.

18 68. During the relevant time period, Plaintiff and the other class members who were
19 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
20 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
21 and/or rest period. During the relevant time period, Defendants intentionally and willfully
22 required Plaintiff and the other class members to work during meal periods and failed to
23 compensate Plaintiff and the other class members the full meal period premium for work
24 performed during meal periods.

25 69. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members the full meal period premium due pursuant to California Labor Code section 226.7.

27 70. Defendants' conduct violates applicable IWC Wage Order and California Labor
28 Code sections 226.7 and 512(a). Pursuant to applicable IWC Wage Order and California Labor

1 Code section 226.7(c), Plaintiff and the other class members are entitled to recover from
2 Defendants one additional hour of pay at the employee's regular rate of compensation for each
3 workday that the meal or rest period is not provided.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST PERIODS**

6 **(Violation of Cal. Lab. Code § 226.7)**

7 **(Against All Defendants and DOES 1 through 50)**

8 71. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
9 though fully set forth herein.

10 72. At all times herein set forth, the applicable IWC Wage Order and California Labor
11 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by
12 Defendants.

13 73. At all relevant times, California Labor Code section 226.7 provides that no
14 employer shall require an employee to work during any rest period mandated by an applicable
15 order of the California IWC.

16 74. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof unless the total daily work time is less than three and one-half (3
21 ½) hours.

22 75. During the relevant time period, Defendants required Plaintiff and other class
23 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
24 period per each four (4) hour period worked.

25 76. During the relevant time period, Defendants willfully required Plaintiff and the
26 other class members to work during rest periods and failed to pay Plaintiff and the other class
27 members the full rest period premium for work performed during rest periods.

1 77. During the relevant time period, Defendants failed to pay Plaintiff and the other
2 class members the full rest period premium due pursuant to California Labor Code section 226.7

3 78. Defendants' conduct violates applicable IWC Wage Orders and California Labor
4 Code section 226.7. Pursuant to the applicable IWC Wage Orders and California Labor Code
5 section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants
6 one additional hour of pay at the employees' regular hourly rate of compensation for each workday
7 that the rest period was not provided.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES UPON DISCHARGE OF EMPLOYMENT / WAITING**
10 **TIME PENALTIES**

11 **(Violation of California Labor Code §§ 201-203)**

12 **(Against All Defendants and DOES 1 through 50)**

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

15 80. At all relevant times herein set forth, California Labor Code sections 201 and 202
16 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
17 discharge are due and payable immediately, and if an employee quits his or her employment, his
18 or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
19 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which
20 case the employee is entitled to his or her wages at the time of quitting.

21 81. During the relevant time period, Defendants intentionally and willfully failed to
22 pay Plaintiff and the other class members who are no longer employed by Defendants their wages,
23 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employment.
24 Defendants' failure to pay Plaintiff and the other class members who are no longer employed by
25 Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving
26 Defendants' employ, is in violation of California Labor Code sections 201 and 202. California
27 Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in
28 accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty

1 from the due date thereof at the same rate until paid or until an action is commenced; but the
2 wages shall not continue for more than thirty (30) days.

3 82. Plaintiff and the other class members are entitled to recover from Defendants the
4 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
5 to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

8 **(Violation of California Labor Code § 226(a))**

9 **(Against All Defendants, and DOES 1 through 50)**

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

12 84. At all material times set forth herein, California Labor Code section 226(a)
13 provides that every employer shall furnish each of his or her employees an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
18 of the period for which the employee is paid, (7) the name of the employee and his or her social
19 security number, (8) the name and address of the legal entity that is the employer, and (9) all
20 applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate by the employee. The deductions made from payments of wages shall
22 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
23 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
24 least three years at the place of employment or at a central location within the State of California.

25 85. Defendants have intentionally and willfully failed to provide Plaintiff and the other
26 class members with complete and accurate wage statements. The deficiencies include but are not
27 limited to the failure to include the total number of hours worked by Plaintiff and the other class
28 members.

1 86. As a result of Defendants' violation of California Labor Code section 226(a),
2 Plaintiff and the other class members have suffered injury and damage to their statutorily
3 protected rights.

4 87. More specifically, Plaintiff and the other class members have been injured by
5 Defendants' intentional and willful violation of California Labor Code section 226(a) because
6 they were denied both their legal right to receive, and their protected interest in receiving, accurate
7 and itemized wage statements pursuant to California Labor Code section 226(a).

8 88. Plaintiff and the other class members are entitled to recover from Defendants the
9 greater of their actual damages caused by Defendants' failure to comply with California Labor
10 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

11 89. Plaintiff and the other class members are also entitled to injunctive relief to ensure
12 compliance with this section, pursuant to California Labor Code section 226(h).

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO KEEP REQUISITE PAYROLL RECORDS**

15 **(Violation of California Labor Code§ 1174(d))**

16 **(Against all Defendants and DOES 1 through 50)**

17 90. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
18 though fully set forth herein.

19 91. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
20 central location in the state or at the plants or establishments at which employees are employed,
21 payroll records showing the hours worked daily by and the wages paid to, and the number of
22 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
23 respective plants or establishments. These records shall be kept in accordance with rules
24 established for this purpose by the commission, but in any case shall be kept on file for not less
25 than two years.

26 92. Defendants have intentionally and willfully failed to keep accurate and complete
27 payroll records showing the hours worked daily and the wages paid to Plaintiff and the other class
28 members.

1 93. As a result of Defendants' violation of California Labor Code section 1174(d),
2 Plaintiff and the other class members have suffered injury and damage to their statutorily
3 protected rights.

4 94. More specifically, Plaintiff and the other class members have been injured by
5 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
6 they were denied both their legal right and protected interest, in having available, accurate and
7 complete payroll records pursuant to California Labor Code section 1174(d).

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

10 **(Violation of California Labor Code §§ 2800 and 2802)**

11 **(Against All Defendants and DOES 1 through 50)**

12 95. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
13 though fully set forth herein.

14 96. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employee for all necessary expenditures incurred by the employee in direct
16 consequence of the discharge of his or her job duties or in direct consequence of his or her
17 obedience to the directions of the employer.

18 97. Plaintiff and the other class members incurred necessary business-related expenses
19 and costs that were not fully reimbursed by Defendants.

20 98. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
21 other class members for all necessary business-related expenses and costs.

22 99. Plaintiff and the other class members are entitled to recover from Defendants their
23 business-related expenses and costs incurred during the course and scope of their employment,
24 plus interest accrued from the date on which the employee incurred the necessary expenditures at
25 the same rate as judgments in civil actions in the State of California.

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1 **NINTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS COMPETITION**

3 **(Violation of Business & Professions Code § 17200, et seq.)**

4 **(Against All Defendants and DOES 1 through 50)**

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

7 101. Defendants, and each of them, have engaged and continue to engage in unfair and
8 unlawful business practices in California by practicing, employing and utilizing the employment
9 practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked, in
10 violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum wages for all
11 hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide
12 off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to reimburse
13 business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair Business
14 Practices in violation of the UCL, all in violation of the California Labor Code and applicable
15 IWC Wage Orders.

16 102. Defendants' utilization of such unfair and unlawful business practices constitutes
17 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

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

22 104. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
24 as proscribed by California Business and Professions Code § 17200, et seq., including those set
25 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
26 working condition standards and conditions due to them under the California laws and the
27 applicable IWC Wage Orders as specifically described therein.

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(Against All Defendants and DOES 1 through 50)

107. On or about January 31, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency (the “LWDA”) and Defendants via certified mail of Defendants’ violations of Labor Code §§201-204, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, pursuant to the PAGA. Plaintiff was given an LWDA case number of LWDA-CM-1077169-25 for Defendant RAVAGO HOLDINGS AMERICA, INC., LWDA-CM-1077159-25 for Defendant RAVAGO AMERICAS LLC, LWDA-CM-1077165-25 for Defendant RAVAGO CHEMICAL DISTRIBUTION, INC.

108. As of the date of this filing, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notices. Therefore, Plaintiff may seek any and all applicable penalties under PAGA.

109. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198 and 2802 for the time periods described above, as proxies for the State of California and on behalf of other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for all unpaid minimum and regular wages and penalties pursuant to statute as set forth in California Labor Code §§ 218.5, 1194, 1197, 1197.1 and 1194.2, and for attorney's fees and costs;
5. For compensatory damages in the amount of unpaid minimum, regular, and overtime wages for work performed by Class members from at least four (4) years prior to the filing of this action, and for attorney's fees and costs; according to proof;
6. For liquidated damages in an amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, and for attorney's fees and costs, according to proof;
7. Upon the Second Cause of Action, for all unpaid overtime wages and penalties pursuant to statute as set forth in California Labor Code § 510 and 1198, and for attorney's fees and costs;

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1 8. Upon the Third Cause of Action, for damages and/or penalties including meal
2 period premiums pursuant to California Labor Code § 226.7 and 512, and for attorney's fees and
3 costs, according to proof;

4 9. Upon the Fourth Cause of Action, for damages and/or penalties including rest
5 period premiums pursuant to California Labor Code § 226.7 and the applicable IWOs, and for
6 attorney's fees and costs, according to proof;

7 10. Upon the Fifth Cause of Action for damages and/or penalties, waiting time
8 penalties pursuant to California Labor Code §§ 201, 202 and 203, according to proof;

9 11. Upon the Sixth Cause of Action, for all penalties pursuant to Labor Code § 226(a),
10 and for attorney's fees and costs;

11 12. Upon the Seventh Cause of Action, for penalties pursuant to California Labor
12 Code § 1174.5, and for attorney's fees and costs, according to proof;

13 13. Upon the Eighth Cause of Action, for damages and/or penalties, and for attorney's
14 fees and costs, according to proof;

15 14. Upon the Ninth Cause of Action, for restitution to Plaintiff and other similarly
16 affected members of the general public of all funds unlawfully acquired by Defendants by any
17 acts or practices declared by this Court to be in violation of Business and Professions Code §
18 17200, *et seq.*, for the time periods described above and for attorney's fees and costs, according
19 to proof;

20 15. Upon the Tenth Cause of Action, for civil penalties, costs and attorneys' fees
21 pursuant to Labor Code §§ 226.3 and the California Private Attorneys General Act, Labor Code
22 2699, *et seq.*;

23 16. For restitution and/or damages for all amounts unlawfully withheld from the wages
24 from all class members in violation of California Labor Code § 204, according to proof;

25 17. On all causes of action, for attorneys' fees and costs as provided by California
26 Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5;

27 18. For other wages and penalties under California Labor Code, according to proof;

28 19. For all general, special, consequential, and incidental damages, according to proof;

20. For prejudgment interests;

21. For such other and further relief as the Court may deem just and proper.

WORK LAWYERS PC

Dated: August 11, 2025

By:

Austin Lo

Justin Lo, Esq.

May T. To, Esq.

Attorneys for Plaintiff, EDUARDO

AGUILAR, class members, and aggrieved employees