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10 Attorneys for Plaintiff, DAVID CERDA GALVAN, as an aggrieved employee, and on
11 behalf of all other aggrieved employees,

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14
15 **FOR THE COUNTY OF LOS ANGELES**
16

17 DAVID CERDA GALVAN, as an aggrieved
18 employee, and on behalf of all other aggrieved
19 employees under the Labor Code Private
20 Attorneys' General Act of 2004,

21
22 Plaintiff,

23
24 v.

25 MONSTER ENERGY COMPANY, a
26 Delaware corporation; MONSTER
27 BEVERAGE CORPORATION, a Delaware
28 corporation; PROTECH STAFFING
SERVICES, INC., a California stock
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV12405

REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT UNDER
THE LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT OF 2004
FOR CIVIL PENALTIES UNDER LABOR
CODE SECTIONS 210, 226.3, 558, 1174.5,
1197.1 and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff DAVID CERDA GALVAN (“Mr. Cerda” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against MONSTER ENERGY COMPANY (“MONSTER ENERGY”), MONSTER BEVERAGE CORPORATION, (“MONSTER BEVERAGE”), PROTECH STAFFING SERVICES, INC. (“PROTECH”), and any of their respective subsidiaries or affiliated companies within the State of California, (MONSTER ENERGY, MONSTER BEVERAGE, and PROTECH, collectively with their respective subsidiaries or affiliated companies within the State of California, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 432.5, 432.6, 1102.5, 1197.5, 1198, 1198.5, and 2802, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the

1 causes of action complained of herein arose; the county in which the employment relationship
2 began; the county in which performance of the employment contract, or part of it, between Plaintiff
3 and Defendants was due to be performed; the county in which the employment contract, or part of
4 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
5 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
6 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
7 employ numerous Aggrieved Employees in Los Angeles County.

8 4. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
9 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage and
10 hour violations under Labor Code section 2810.3.

11 5. Plaintiff is informed and believes and based thereon alleges that, pursuant to
12 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
13 County of Los Angeles because Defendants transact business within this judicial district and conduct
14 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
15 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
16 where the defendants committed Labor Code violations against some of its employees].)

17 6. Based on information and belief, Plaintiff is an "aggrieved employee" under PAGA,
18 as Plaintiff was employed by Defendants during the applicable statutory period and suffered the
19 Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the
20 term "civil penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the
21 Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.*
22 ("PAGA"), as amended, plus reasonable attorneys' fees and costs, for Plaintiff and all other
23 aggrieved current and former employees of Defendants during the Civil Penalty Period.

24 7. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
25 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
26 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
27 PAGA allegations described herein is not required.

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1 8. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
2 96, 98.6, 201, 201.3, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 232, 232.5, 432, 432.3, 510,
3 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,
4 2699, 2802, 2810.3, 2810.5 and 6400, *et seq.*, among others.

5 9. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
6 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
7 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
8 specified in Labor Code section 2699.3.

9 10. On or around February 20, 2025, Plaintiff provided written notice pursuant to Labor
10 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
11 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
12 as well as by certified mail, with return receipt requested to Defendants, and each of them.

13 11. To the extent that any of the Defendants previously used the notice and cure
14 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
15 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
16 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
17 using the early evaluation conference process under Labor Code section 2699.3(f).

18 12. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
19 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
20 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
21 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

22 13. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
23 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
24 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
25 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
26 penalties pursuant to Labor Code section 2699(g)(1)-(3).

27 14. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
28 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within

1 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
2 penalties pursuant to Labor Code section 2699(h)(1)-(3).

3 15. Insofar as the LWDA or a court has issued a finding or determination as to the
4 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
5 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
6 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
7 have unlawfully committed some or all of the above-referenced Labor Code violations, said
8 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
9 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
10 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
11 serving of Plaintiff's PAGA Notice.

12 16. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
13 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
14 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
15 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
16 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
17 receipt of Plaintiff's PAGA Notice.

18 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
19 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
20 calendar days of the February 20, 2025 postmarked date of the herein-described notice sent by
21 Plaintiff to the LWDA and Defendants.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
25 California in violation of California state wage and hour laws as a result of, without limitation,
26 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, twelve (12) hours
27 per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying
28 them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay

1 for all minutes and hours actually worked at the proper overtime rate of pay; engaging, suffering, or
2 permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and
3 other Aggrieved Employees: to clock out for meal periods and continue working and/or suffering
4 under Defendants' control; to make or respond to telephone calls and/or text messages off the clock
5 as well as having to attend to their cell phone for work-related calls during any attempted meal
6 periods; failing to include all forms of remuneration into the regular rate of pay for the pay periods
7 where overtime was worked and the additional compensation was earned for the purpose of
8 calculating the overtime rate of pay; editing, altering and/or manipulation of time entries to show
9 less hours than actually worked; and for paying overtime hours and minutes worked at the
10 improper rate(s) of pay, all to the detriment of Plaintiff and other Aggrieved Employees.

11 19. At all relevant times mentioned herein, Defendants had and have a practice or policy
12 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
13 worked or otherwise under Defendants' control as a result of, without limitation, failing to
14 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
15 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock;
16 requiring Plaintiff and other Aggrieved Employees: to clock out for meal periods and continue
17 working and/or suffering under Defendants' control, to make or respond to telephone calls and/or
18 text messages off the clock as well as having to attend to their cell phone for work-related calls
19 during any attempted meal periods; editing, altering and/or manipulation of time entries to show
20 less hours than actually worked; failing to pay reporting time pay, paid time off and vacation time
21 owed; failing to pay at least double the minimum wage to employees who incurred costs in
22 purchasing and maintaining their own tools and equipment necessary to perform their job duties;
23 and failing to pay split shift premiums, all to the detriment of Plaintiff and other Aggrieved
24 Employees.

25 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
27 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
28 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess

1 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
2 providing timely meal periods; failing to provide meal periods altogether; providing short meal
3 periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented employees from
4 leaving the premises for meal periods; auto-deducting meal periods that could not be auto-deducted
5 by law or during which employees worked; and failing to provide compensation for such unprovided
6 meal periods as required by California wage and hour laws.

7 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
8 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
9 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
10 completely relieved of all of their duties, including, without limitation: by failing to provide rest
11 periods all together; interrupting them; not providing them in a timely fashion; not permitting
12 employees to leave the premises; and otherwise requiring on-duty/on-call rest periods, and failing
13 to provide compensation for such unprovided rest periods as required by California wage and hour
14 laws.

15 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
17 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
18 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
19 wages.

20 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
22 labor performed in a timely fashion as required under Labor Code section 204.

23 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
25 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked at each hourly
27 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
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1 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
2 calculation of gross and gross wages earned, as well as gross and net wages paid.

3 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to indemnify Plaintiff and other Aggrieved Employees for the for the purchase of and
5 maintenance of mandatory uniforms, necessary work tools and safety equipment needed to perform
6 their job duties; for costs incurred in connection with laundering their uniforms; and for the mileage
7 and maintenance costs incurred in connection with use of employees' personal vehicles to pick up
8 work materials at sites, in direct consequence of the discharge of their duties, or of their obedience
9 to the directions of Defendants, as required by Labor Code section 2802, and other statutory and
10 common law offenses.

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

19 27. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
21 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
22 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
23 Code sections 201, 202, and 203.

24 28. At all relevant times mentioned herein, Defendants have had a policy or practice of
25 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
26 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
27 any calendar month shall be paid for between the 16th and 26th day of the month during which the
28 labor was performed, and labor performed between the 16th and the last day, inclusive of any

1 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
2 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
3 seven (7) calendar days following the close of the payroll period in which wages were earned.

4 29. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
6 experience they obtained at Defendants for purposes of competing with Defendants, including,
7 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
8 a prospective employer, and from disclosing who else works at Defendants and under what
9 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
10 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
11 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
12 Code sections 232, 232.5, and 1197.5, subdivision (k).

13 30. At all relevant times herein mentioned, Defendants had and have a policy of failing
14 to provide all temporary workers of Defendants with owed wages weekly by not later than the
15 regular payday of the following week.

16 31. Defendants had and have a policy or practice of preventing Plaintiff and other
17 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
18 to their managers or outside to private attorneys or government officials, among others, in violation
19 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
20 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
21 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
22 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
23 Code section 232 and 232.5.

24 32. Defendants had and have a policy or practice of preventing Plaintiff and other
25 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
26 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
27 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
28 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of

1 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
2 liberty.

3 33. Defendants had and have a policy or practice of relying on the salary history
4 information of an applicant for employment as a factor in determining whether to offer employment
5 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
6 including, on Defendants' application for employment, an inquiry regarding current and/or former
7 salary history information, including, without limitation, compensation and benefits of the applicant
8 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
9 Defendants violated, without limitation, Labor Code section 432.3.

10 34. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
11 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
12 violate the California Labor Code as described above, including on behalf of Plaintiff and other
13 Aggrieved Employees pursuant to PAGA.

14 **PARTIES**

15 **A. Plaintiff**

16 35. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
17 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
18 exempt employee, with duties that included, but were not limited to, cleaning machines, maintaining
19 machines, lubricating and greasing machines, and assisting the mechanic. Plaintiff is informed and
20 believes, and based thereon alleges, that Plaintiff worked for Defendant from approximately July of
21 2022 through the present.

22 **B. Defendants**

23 36. Plaintiff is informed and believes and based thereon alleges that defendant
24 MONSTER ENERGY, and at all times relevant hereto was, a corporation organized, authorized,
25 and licensed to do business in the State of Delaware. Plaintiff is further informed and believes, and
26 based thereon alleges, that defendant MONSTER ENERGY is authorized to, and does in fact,
27 operate and do business in the County of Los Angeles, State of California. Plaintiff is informed and
28 believes and based thereon alleges that MONSTER ENERGY is a privately-held corporation that is

1 also a client employer entity within the meaning of Labor Code section 2810.3. At all relevant times
2 herein, defendant MONSTER ENERGY employed Plaintiff and similarly aggrieved employees within
3 the County of Los Angeles in the State of California.

4 37. Plaintiff is informed and believes and based thereon alleges that defendant
5 MONSTER BEVERAGE, and at all times relevant hereto was, a corporation organized, authorized,
6 and licensed to do business in the State of Delaware. Plaintiff is further informed and believes, and
7 based thereon alleges, that defendant MONSTER BEVERAGE is authorized to, and does in fact,
8 operate and do business in the County of Los Angeles, State of California. Plaintiff is informed and
9 believes and based thereon alleges that MONSTER ENERGY is a privately-held corporation that is
10 also a client employer entity within the meaning of Labor Code section 2810.3. At all relevant times
11 herein, defendant MONSTER BEVERAGE employed Plaintiff and similarly aggrieved employees
12 within the County of Los Angeles in the State of California.

13 38. Plaintiff is informed and believes and based thereon alleges that defendant
14 PROTECH is, and at all times relevant hereto was, a corporation organized, authorized, and licensed
15 to do business in the State of California. Plaintiff is further informed and believes, and based thereon
16 alleges, that defendant PROTECH is authorized to, and does in fact, operate and do business in the
17 County of Los Angeles, State of California. Plaintiff is informed and believes and based thereon
18 alleges that PROTECH is a privately-held corporation that is also a labor contractor within the
19 meaning of Labor Code section 2810.3 that provides workers to MONSTER ENERGY and
20 MONSTER BEVERAGE for the purpose of performing work for MONSTER ENERGY and
21 MONSTER BEVERAGE, whether directly hired by MONSTER ENERGY and/or MONSTER
22 BEVERAGE, working under the heading of a professional employer organization, or placed to work
23 at MONSTER ENERGY and/or MONSTER BEVERAGE locations in California by PROTECH.
24 At all relevant times herein, defendant PROTECH employed Plaintiff and similarly aggrieved
25 employees within the State of California.

26 39. Plaintiff is informed and believes and based thereon alleges that defendants
27 MONSTER ENERGY, MONSTER BEVERAGE, and PROTECH, and DOES 1-100, are, and at all
28 times relevant hereto were, "person(s)" as defined in Labor Code section 17 and Cal. Bus. & Prof.

1 Code § 17201.

2 40. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
4 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
5 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
6 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
7 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
8 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
9 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
10 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
11 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
12 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
13 include MONSTER ENERGY, MONSTER BEVERAGE, PROTECH, and any of their parents,
14 subsidiaries, or affiliated companies within the State of California, as well as DOES 1 through 100
15 identified herein.

16 **JOINT LIABILITY ALLEGATIONS**

17 41. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
19 representative, joint venture or co-conspirator of each of the other defendants, either actually or
20 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
21 employment, joint venture, and conspiracy.

22 42. All of the acts and conduct described herein of each and every corporate and limited
23 liability company defendant was duly authorized, ordered, and directed by the respective and
24 collective defendant corporate and limited liability company employers, and the officers, members
25 and management-level employees of said corporate and limited liability company employers. In
26 addition thereto, said corporate and limited liability company employers participated in the
27 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
28 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability

1 company employees, agents, and representatives, the defendant corporation and limited liability
2 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
3 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
4 aforementioned corporate and limited liability company employees, agents and representatives.

5 43. Plaintiff is informed and believes, and based thereon allege, that there exists such a
6 unity of interest and ownership between Defendants, and each of them, that their individuality and
7 separateness have ceased to exist.

8 44. Plaintiff is informed and believes, and based thereon alleges that despite the
9 formation of the purported corporate and/or limited entity existence of MONSTER ENERGY,
10 MONSTER BEVERAGE, PROTECH, and DOES 1 through 50, inclusive (the "Alter Ego
11 Defendants"), they, and each of them, are one and the same with DOES 51 through 100 ("Individual
12 Defendants"), and each of them, due to, but not limited to, the following reasons:

13 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
14 Defendants who personally committed the wrongful and illegal acts and violated the
15 laws as set forth in this Complaint, and who have hidden and currently hide behind
16 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
17 some other wrongful or inequitable purpose;

18 B. The Individual Defendants derive actual and significant monetary benefits by and
19 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
20 Defendants as the funding source for the Individual Defendants' own personal
21 expenditures;

22 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
23 and the Alter Ego Defendants, while really one and the same, were segregated to
24 appear as though separate and distinct for purposes of perpetrating a fraud,
25 circumventing a statute, or accomplishing some other wrongful or inequitable
26 purpose;

27 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
28 Individual Defendants and the Alter Ego Defendants are, and at all relevant times

mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were, the alter egos of the Individual Defendants;

E. The recognition of the separate existence of the Individual Defendants and the Alter Ego Defendants would promote injustice insofar that it would permit defendants to insulate themselves from liability to Plaintiff and Aggrieved Employees for violations of the Civil Code, Labor Code, and other statutory violations. The corporate and/or limited liability existence of these defendants should thus be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff and Aggrieved Employees herein;

F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be disregarded;

45. As a result of the aforementioned facts, among others, Plaintiff is informed and believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared control of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and is conducted.

FIRST CAUSE OF ACTION

(Violation of PAGA – Against All Defendants)

46. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

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1 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate; and other such information as required
3 by Labor Code section 226, subdivision (a).

4 51. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
5 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
6 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
7 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
8 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

9 52. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
10 this section are in addition to any other penalty provided by law.”

11 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
12 and have a policy or practice of failing to furnish non-exempt employees, including, without
13 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
14 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
15 the corresponding number of hours worked at each hourly rate; and other such information as
16 required by Labor Code section 226, subdivision (a) as alleged herein.

17 54. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
18 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
19 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
20 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
21 period for each subsequent violation.

22 Violation of Labor Code § 558

23 55. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
24 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
25 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
26 penalty as follows:

27 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
28 for each pay period for which the employee was underpaid in addition to an amount sufficient to

1 recover underpaid wages;

2 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
3 employee for each pay period for which the employee was underpaid in addition to an amount
4 sufficient to recover underpaid wages;

5 (3) Wages recovered pursuant to this section shall be paid to the affected
6 employee.

7 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
8 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
9 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
10 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
11 their employment and after their employment separation, receive accurate, itemized wage
12 statements, to be provided with the opportunity to inspect employment records, be provided with
13 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
14 use of paid sick leave.

15 57. As a direct and proximate result of the herein-described Labor Code violations,
16 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
17 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
18 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
19 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

20 Violation of Labor Code § 1174.5

21 58. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
22 every person employing labor in California to "[a]llow any member of the commission or the
23 employees of the Division of Labor Standards Enforcement free access to the place of business or
24 employment of the person to secure any information or make any investigation that they are
25 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
26 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
27 or papers of the person."

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59. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

60. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

61. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

63. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

64. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other

1 person acting either individually or as an officer, agent, or employee of another person, who pays
2 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
3 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
4 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
5 Section 203 as follows:

6 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
7 for each underpaid employee for each pay period for which the employee is underpaid. This amount
8 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
9 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
11 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
12 regardless of whether the initial violation is intentionally committed. This amount shall be in
13 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.

15 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
16 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

17 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
18 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
19 under Defendants’ control as a result of, without limitation, failing to accurately track and/or pay
20 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
21 wage; engaging, suffering, or permitting employees to work off the clock; requiring Plaintiff and
22 other Aggrieved Employees: to clock out for meal periods and continue working and/or suffering
23 under Defendants’ control, to make or respond to telephone calls and/or text messages off the clock
24 as well as having to attend to their cell phone for work-related calls during any attempted meal
25 periods; editing, altering and/or manipulation of time entries to show less hours than actually
26 worked; failing to pay reporting time pay, paid time off and vacation time owed; failing to pay at
27 least double the minimum wage to employees who incurred costs in purchasing and maintaining
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1 their own tools and equipment necessary to perform their job duties; and failing to pay split shift
2 premiums, entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

3 66. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
6 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
7 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
8 subsequent violation.

9 Civil Penalties Under Labor Code § 2699

10 67. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
11 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
12 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
13 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Labor Code section 2699.3.

16 68. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
17 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
18 alleged herein.

19 69. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
20 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
21 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
22 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

23 70. Moreover, Plaintiff and other Aggrieved Employees within the State of California
24 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
25 connection with their herein-described claims for civil penalties.

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1 **REQUEST FOR JURY TRIAL**

2 A. Plaintiff hereby requests a trial by jury.

3 **PRAYER**

4 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
5 judgment against Defendants as follows:

- 6 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
7 558.1, 1174.5, 1197.1, and 2699;
- 8 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
- 9 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
10 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
- 11 C. Pre-judgment and post-judgment interest;
- 12 D. For costs of suit incurred herein; and
- 13 E. Such other and further relief as the Court deems just and proper.

14 Dated: June 26, 2025

J. GILL LAW GROUP, P.C.

15
16 BY: /s/ Jasmin K. Gill

JASMIN K. GILL

SACHA POMARES

17 Attorneys for Plaintiff DAVID CERDA
18 GALVAN, as an aggrieved employee, and on
19 behalf of all other aggrieved employees under
20 the Labor Code Private Attorneys' General
Act of 2004,
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