

Case Management Conference
2025-11-26 8:30AM in 10C

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11 Attorneys for Francisco Vega-Regaldo,
12 individually and on behalf of all others similarly situated

13 **IN THE SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF SAN JOAQUIN**

15 FRANCISCO VEGA-REGALDO, individually
16 and on behalf of all others similarly situated,

17 Plaintiff(s),

18 v.

19 CON-FAB CALIFORNIA, LLC; and DOES 1
20 through 100,

21 Defendant(s).

Case No. STK-CV-UOE-2025-0007628

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Wage Statement Penalties
6. Waiting Time Penalties
7. Violation of Unfair Competition Law
8. Private Attorneys General Act
9. Age Discrimination (FEHA)
10. Wrongful Termination is Violation of Public Policy

22 **RELEVANT PARTIES**

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- 27 1. Plaintiff Francisco Vega-Regaldo ("Plaintiff") is an adult resident of San Joaquin County,
- 28 California, and was at all times relevant residing in San Joaquin County, California.

1 2. Defendant Con-Fab California, LLC (“Defendant”) is a California corporation with its
2 principal place of business located in San Joaquin County, California. Defendant is registered to and
3 does conduct business in the State of California and is subject to the laws of the State of California.
4 All acts and omissions of Defendant employees as alleged herein occurred while they were acting
5 within the course and scope of their employment.

6 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
7 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
8 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
9 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
10 informed and believes, and based on such information and belief alleges, that each of the fictitiously
11 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
12 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
13 and Doe Defendants are collectively referred to as “Defendants”.

14 **JURISDICTION AND VENUE**

15 4. This action is properly filed in San Joaquin County, because the acts and omissions that give
16 rise to Plaintiff’s claims took place in San Joaquin County, and Defendants transact substantial
17 business in this County.

18 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
19 alleged herein occurred in San Joaquin County, California and Plaintiff suffered damages from such
20 conduct within San Joaquin County, California.

21 **FACTUAL ALLEGATIONS**

22 6. At all times relevant, Plaintiff was Defendants’ employee.

23 7. Plaintiff was employed by Defendants from 2001 to November 2024.

24 8. Plaintiff was paid an hourly wage of approximately \$25.00 per hour at the time of his
25 termination.

26 9. Defendants failed to provide Plaintiff with compliant meal breaks because Defendant
27 frequently required Plaintiff to take late meal breaks, often after the sixth or seventh hour of work,
28 and sometimes as late as the eighth hour.

1 10. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
2 for these missed breaks at Plaintiff's regular rate of pay.

3 11. When working overtime shifts, Plaintiff worked up to 12-hour days but was not provided
4 with required second meal breaks.

5 12. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
6 regularly interrupted. Despite not being provided with compliant rest breaks, Defendant did not pay
7 premium pay for these missed breaks at Plaintiff's regular rate of pay.

8 13. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
9 underpaid Plaintiff's overtime and premium pay. Specifically, Defendants did not include all non-
10 discretionary pay that Plaintiff earned when calculating Plaintiff's regular rate of pay.

11 14. Defendants failed to provide Plaintiff with accurate wage statements because the wage
12 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
13 other things.

14 15. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
15 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
16 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

17 16. On or about November 18, 2024, Defendant terminated Plaintiff's employment.

18 17. Plaintiff's younger coworkers, including Tomás Rodríguez, José Martínez, and Juan Muñoz,
19 were permitted to return to work while Plaintiff was not.

20 18. Plaintiff therefore believes and avers he was terminated because of his age and was
21 discriminated against when his younger coworkers were allowed to return to work while he was not.

22 19. As a result of his termination, Plaintiff has experienced emotional distress and physical
23 symptoms requiring medical attention.

24 **PAGA ALLEGATIONS**

25 20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
26 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
27 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
28 action brought by an aggrieved employee on behalf of himself or herself and other current or former

employees pursuant to the procedures outlined in Labor Code section 2699.3.

21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

22. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

23. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On March 13, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

26. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to March 13, 2025, through final disposition of this action."

EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS

27. On May 29, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and Retaliation against Defendant. On May 29, 2025, the CCRD issued a Notice of Case Closure and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in order to enforce their rights under FEHA.

1 28. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
2 prerequisite to filing this action.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Compliant Meal Periods**

5 **By Plaintiff Against All Defendants**

6 29. Plaintiff incorporates by reference the paragraphs above.

7 30. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
8 employee for a work period of more than five hours per day without providing the employee with a
9 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
10 without providing the employee with a second meal period of not less than 30 minutes”.

11 31. An employer provides compliant meal breaks to its employees “if it relieves its employees
12 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
13 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
14 1004, 1040 (2012)).

15 32. Not only must an employer affirmatively relieve its employees of all duty during their meal
16 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
17 (*Brinker*, supra).

18 33. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

19 34. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
20 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
21 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
22 11 Cal. 5th 858 (2021)).

23 35. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
24 break was missed.

25 36. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
26 penalties, attorney fees, and costs.

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1 47. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 48. Plaintiff incorporates by reference the paragraphs above.

7 49. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee.”

11 50. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

12 51. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
13 interest, penalties, attorney fees, and costs.

14 **FIFTH CAUSE OF ACTION**

15 **Wage Statement Penalties**

16 **By Plaintiff Against All Defendants**

17 52. Plaintiff incorporates by reference the paragraphs above.

18 53. Labor Code section 226(a) requires employers to provide itemized wage statements to its
19 employees that identify accurate information regarding their compensation. Defendants, as a matter
20 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
21 statements to Plaintiff in violation of Labor Code section 226(a).

22 54. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
23 and incomplete.

24 55. Defendants knowingly and intentionally issued wage statements that were inaccurate and
25 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
26 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

27 56. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
28 costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 67. Plaintiff incorporates by reference the paragraphs above.

5 68. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 69. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 70. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 71. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 72. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 73. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 74. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 75. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 76. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
27 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
28 the manner alleged herein.

77. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

NINTH CAUSE OF ACTION

Violation of California Government Code § 12940 et seq. – Age Discrimination (FEHA)

By Plaintiff Against All Defendants

78. Plaintiff incorporates by reference the paragraphs above.

79. Government Code § 12940(a) prohibits an employer from discriminating against an employee in compensation or in terms, conditions, or privileges of employment because of the employee's "race," "national origin, ancestry, physical disability, mental disability, medical condition" or "sex."

80. Plaintiff was over the age of 40 at all relevant times and thus a member of a protected class under the FEHA.

81. Plaintiff was qualified for his position and performed his job duties satisfactorily during his employment with Defendant for over 20 years until his termination.

82. In November 2024, Defendant terminated Plaintiff's employment, and permitted substantially younger employees, including Tomás Rodríguez, José Martínez, and Juan Muñoz, to return to work while Plaintiff was not allowed to return.

83. The disparate treatment between Plaintiff and his younger coworkers creates a reasonable inference that age was a substantial motivating factor in Defendant's decision to terminate Plaintiff's employment.

84. Plaintiff was subjected to discrimination based on their age(described supra).

85. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated below.

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1 **TENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **By Plaintiff Against All Defendants**

4 86. Plaintiff incorporates by reference the paragraphs above.

5 87. At all times mentioned in this complaint, it was a fundamental policy of the State of
6 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
7 age.

8 88. Based on the actions described above, Defendants terminated Plaintiff for age.

9 89. Defendants actions were in violation of California Public Policy.

10 90. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
11 will continues to suffer damages, as stated below.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 First Cause of Action

15 1. Damages and/or penalties pursuant to Labor Code section 226.7

16 2. Interest

17 3. Attorneys' fees

18 4. Costs

19 5. Other relief the court deems proper

20 Second Cause of Action

21 1. Damages and/or penalties pursuant to Labor Code section 226.7

22 2. Interest

23 3. Attorneys' fees

24 4. Costs

25 5. Other relief the court deems proper

26 Third Cause of Action

27 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1

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- 1 2. Liquidated damages
- 2 3. Interest
- 3 4. Attorneys' fees
- 4 5. Costs
- 5 6. Other relief the court deems proper

6 Fourth Cause of Action

- 7 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 8 2. Interest
- 9 3. Attorneys' fees
- 10 4. Costs
- 11 5. Other relief the court deems proper

12 Fifth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
- 14 2. Attorneys' fees
- 15 3. Costs
- 16 4. Other relief the court deems proper

17 Sixth Cause of Action

- 18 1. Penalties pursuant to Labor Code section 203
- 19 2. Attorneys' fees
- 20 3. Costs
- 21 4. Other relief the court deems proper

22 Seventh Cause of Action

- 23 1. Restitution of all wrongfully withheld wages
- 24 2. Attorneys' fees
- 25 3. Costs
- 26 4. Other relief the court deems proper

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1 Eighth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
4 violate the California Labor Code in the manner alleged herein
5 3. Attorneys' fees
6 4. Costs
7 5. Other relief the court deems proper

8 Ninth Cause of Action

- 9 1. Compensatory damages
10 2. Punitive damages
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Tenth Cause of Action

- 15 1. Back pay and front pay
16 2. Interest on the above amounts
17 3. Compensatory damages
18 4. Punitive damages
19 5. Attorneys' fees
20 6. Costs
21 7. Other relief the court deems proper

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23 DATED: May 30, 2025

FRONTIER LAW CENTER

24 *Daniel Ginzburg*
25 _____
DANIEL GINZBURG

26 Attorney for Plaintiff
27 FRANCISCO VEGA-REGALDO,
28 individually and on behalf of all
others similarly situated