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Clerk of the Superior Court
By M. Estrada ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ULISES LOPEZ MEJIA individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FAMOUS RAMONA WATER, INC.; and DOES
1 through 10, inclusive,

Defendants

Case No.: 25CU026767C

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

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1 Plaintiff Ulises Lopez Mejia (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Famous Ramona Water, Inc., and
6 Does 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. (“PAGA”) stemming
8 from Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to
9 provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate
10 records of hours worked and meal periods, failure to timely pay all wages to terminated
11 employees, failure to indemnify necessary business expenses, and failure to furnish accurate
12 wage statements.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his
16 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
17 that employees are promptly paid the minimum/overtime wages that the Legislature has required
18 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
19 criminalized certain types of violations. In extending extra protection to deter violations of these
20 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
21 other damages other than civil penalties—California has enacted the PAGA to permit an
22 individual to bring an action on behalf of himself and on behalf of others for PAGA penalties
23 only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or
25 were harmed by Defendant’s illegal practices are “Aggrieved Employees.”

26 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
27 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the
28 State of California. Plaintiff does not seek to recover anything other than penalties as permitted

1 by California Labor Code Section 2699 at this time. To the extent that statutory violations are
2 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
3 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
4 declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by
5 the PAGA.

6 5. Defendants own/owned and operate/operated an industry, business, and
7 establishment within the State of California, including San Diego County. As such, and based
8 upon all the facts and circumstances incident to Defendants' business in California, Defendants
9 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
10 Commission ("IWC"), and the California Business & Professions Code.

11 6. Despite these requirements, throughout the statutory period Defendants
12 maintained a systematic, company-wide policy and practice of:

- 13 (a) Failing to pay employees for all hours worked, including all minimum
14 wages, and overtime wages in compliance with the California Labor Code
15 and IWC Wage Orders;
- 16 (b) Failing to provide employees with timely and duty-free meal periods in
17 compliance with the California Labor Code and IWC Wage Orders, failing
18 to maintain accurate records of all meal periods taken or missed, and
19 failing to pay an additional hour's pay for each workday a meal period
20 violation occurred;
- 21 (c) Failing to authorize and permit employees to take timely and duty-free rest
22 periods in compliance with the California Labor Code and IWC Wage
23 Orders, and failing to pay an additional hour's pay for each workday a rest
24 period violation occurred;
- 25 (d) Failing to indemnify employees for necessary business expenses incurred;
- 26 (e) Willfully failing to pay employees all minimum wages, overtime wages,
27 meal period premium wages, and rest period premium wages due within
28

the time period specified by California law when employment terminates;
and

- (f) Failing to maintain accurate records of the hours that employees worked.
- (g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident that worked for Defendants in the County of San Diego, State of California, during the statutory period.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant is:

- (a) Business entities with their principal place of business in San Diego, California.
- (b) Business entities conducting business in numerous counties throughout the

1 State of California, including in San Diego County; and

2 (c) The former employers of Plaintiff, and the current and/or former employers
3 of the putative Class. Defendants suffered and permitted Plaintiff and the
4 Class to work, and/or controlled their wages, hours, or working conditions;
5 and

6 (d) At all times mentioned herein, Defendants are and were the joint employers
7 of Plaintiff and the Class.

8 12. Plaintiff does not currently know the true names or capacities of the persons or
9 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
10 names. Each of the Doe Defendants was in some manner legally responsible for the damages
11 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
12 complaint to set forth the true names and capacities of these Defendants when they have been
13 ascertained, together with appropriate charging allegations, as may be necessary.

14 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
15 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
16 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
17 California.

18 14. Plaintiff is informed and believes and thereon alleges that at all relevant times
19 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
20 the other employees described in the Aggrieved Employees definitions below, and exercised
21 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
22 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
23 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
24 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
25 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
26 such other relationships to some or all of the other Defendants so as to be liable for their conduct
27 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
28 that each Defendant acted pursuant to and within the scope of the relationships alleged above,

1 that each Defendant knew or should have known about, and authorized, ratified, adopted,
2 approved, controlled, aided and abetted the conduct of all other Defendants.

3 **GENERAL ALLEGATIONS**

4 15. Plaintiff is a California resident who worked for Defendants in the County of San
5 Diego, State of California during the statutory period. During the statutory time period,
6 Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to
7 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

8 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
9 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
10 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
11 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
12 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
13 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
14 Defendants was typical and illustrative.

15 17. Throughout the statutory period, Defendants maintained a policy and practice of
16 not paying Plaintiff and the Class for all hours worked, including all overtime wages. Throughout
17 the statutory period, Plaintiff and the Class were required to work off-the-clock, and
18 uncompensated. For example, Plaintiff and the Class were required to wait in line in order to
19 clock into work and when returning from meal breaks, off the clock and uncompensated. Also,
20 Plaintiff and the Class were often required to clean up after clocking out of work, off the clock
21 and uncompensated. Also, Plaintiff and the Class were often interrupted during meal breaks
22 without compensation. Also throughout the statutory period, Plaintiff and the Class received non-
23 discretionary bonuses and other remuneration. However, Defendants failed to incorporate all
24 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
25 and sick day rate of pay, leading to underpayment.

26 18. Throughout the statutory period, Defendants have wrongfully failed to provide
27 Plaintiff and the Class with legally compliant meal periods. Defendants sometimes, but not
28 always, required Plaintiff and the Class to work in excess of five consecutive hours a day without

1 providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of
2 work, or without compensating Plaintiff and the Class for meal periods that were not provided by
3 the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately
4 inform Plaintiff and the Class of their right to take a meal period by the end of the fifth hour of
5 work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly,
6 Defendants' policy and practice was to not provide meal periods to Plaintiff and the Class in
7 compliance with California law.

8 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
9 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants
10 sometimes, but not always, required Plaintiff and the Class to work in excess of four consecutive
11 hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous
12 and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or
13 without compensating Plaintiff and the Class for rest periods that were not authorized or
14 permitted. Defendants also did not adequately inform Plaintiff and the Class of their right to take
15 a rest period. Moreover, Defendants did not have adequate policies or practices permitting or
16 authorizing rest periods for Plaintiff and the Class, nor did Defendants have adequate policies or
17 practices regarding the timing of rest periods. Defendants also did not have adequate policies or
18 practices to verify whether Plaintiff and the Class were taking their required rest periods.
19 Further, Defendants did not maintain accurate records of employee work periods, and therefore
20 Defendants cannot demonstrate that Plaintiff and the Class took rest periods during the middle of
21 each work period. Accordingly, Defendants' policy and practice was to not authorize and permit
22 Plaintiff and the Class to take rest periods in compliance with California law.

23 20. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
24 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
25 reimbursement, such the use of personal cellular telephones for work purposes, and purchase
26 items such as gloves, hats, specific types of clothing and shoes, grease repellant and cleaner for
27 clothing, and other items for work purposes.

1 21. Throughout the statutory period, Defendants willfully failed and refused to timely
2 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
3 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,
4 Defendants did not pay Plaintiff and the Class their final paychecks immediately upon
5 termination.

6 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
7 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
8 and net wages earned (including correct hours worked, correct wages earned for hours worked,
9 correct overtime hours worked, correct wages for meal periods that were not provided in
10 accordance with California law, correct wages for rest periods that were not authorized and
11 permitted to take in accordance with California law, and Defendant's address). Further, the wage
12 statements do not show Defendant's address as required by California law. As a result of these
13 violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because,
14 among other things:

- 15 (a) the violations led them to believe that they were not entitled to be paid
16 minimum wages, overtime wages, meal period premium wages, and rest
17 period premium wages to which they were entitled, even though they were
18 entitled;
 - 19 (b) the violations led them to believe that they had been paid the minimum,
20 overtime, meal period premium, and rest period premium wages, even
21 though they had not been;
 - 22 (c) the violations led them to believe they were not entitled to be paid
23 minimum, overtime, meal period premium, and rest period premium wages
24 at the correct California rate even though they were;
 - 25 (d) the violations led them to believe they had been paid minimum, overtime,
26 meal period premium, and rest period premium wages at the correct
27 California rate even though they had not been;
- 28

- 1 (e) the violations hindered them from determining the amounts of minimum,
2 overtime, meal period premium, and rest period premium owed to them;
3 (f) in connection with their employment before and during this action, and in
4 connection with prosecuting this action, the violations caused them to have
5 to perform mathematical computations to determine the amounts of wages
6 owed to them, computations they would not have to make if the wage
7 statements contained the required accurate information;
8 (g) by understating the wages truly due them, the violations caused them to
9 lose entitlement and/or accrual of the full amount of Social Security,
10 disability, unemployment, and other governmental benefits;
11 (h) the wage statements inaccurately understated the wages, hours, and wages
12 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
13 Class were paid less than the wages and wage rates to which they were
14 entitled.

15 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §
16 226(e), including actual damages.

17 **FIRST CAUSE OF ACTION**

18 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
19 **2004, Cal. Lab. Code § 2698 et seq.)**

20 23. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
21 though fully set forth herein.

22 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
23 State of California and the applicable Industrial Welfare Commission Orders.

24 25. California Labor Code § 2699(a) specifically provides for a private right of action
25 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
26 law, any provision of this code that provides for a civil penalty to be assessed and collected by
27 the Labor and Workforce Development Agency or any of its departments, divisions,
28 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,

1 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
2 herself and other current or former employees pursuant to the procedures specified in Section
3 2699.3.”

4 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
5 Code § 2699.3. On March 9, 2025, Plaintiff gave written notice by online filing to the Labor and
6 Workforce Development Agency and by certified mail to Defendants of the specific provisions
7 of the Labor Code that Defendants have violated against Plaintiff and current and former
8 aggrieved employees, including the facts and theories to support the violations (See attached as
9 **Exhibit A**). Plaintiff’s PAGA case number is No. LWDA-CM-1084967-25. At the time of this
10 filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce
11 Development Agency has not indicated that it intends to investigate Defendants’ Labor Code
12 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover
13 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
14 described in this Complaint. These penalties include, but are not limited to, penalties under
15 California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

16 27. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
17 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
18 employing labor who willfully fails to maintain accurate and complete records required by
19 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
20 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
21 begins and ends each work period. Meal periods, and total hours worked daily shall also be
22 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
23 keep total hours worked in the payroll period and applicable rates of pay.

24 28. During the time period of employment for Plaintiff and the Aggrieved Employees,
25 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
26 maintain accurate records showing meal periods, and accurate records showing when employees
27 begin and end each work period. Defendants’ failure to provide and maintain records required by
28 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to

1 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
2 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
3 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
4 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
5 Employees have suffered and continue to suffer, substantial losses related to the use and
6 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
7 to compel Defendants to fully perform its obligation under state law, all to their respective
8 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
9 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
10 Employees have also suffered an injury in that they were prevented from knowing,
11 understanding, and disputing the wage payments paid to them.

12 29. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
13 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
14 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
15 to be shown according to proof at trial. These penalties are in addition to all other remedies
16 permitted by law.

17 30. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
18 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
19 any action shall be entitled to an award of reasonable attorney's fees and costs."

20 **PRAYER FOR RELIEF**

21 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
22 against Defendants, jointly and severally, as follows:

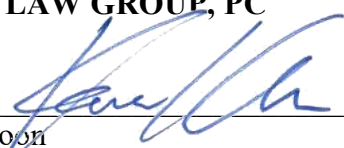
23 1. That the Court declare, adjudge and decree that Defendants violated the California
24 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
25 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
26 failing to reimburse business expenses, failing to furnish accurate wage statements, and failing to
27 maintain accurate records of all hours worked;
28

2. An award of civil penalties on behalf of himself and all similarly aggrieved employees pursuant to PAGA;
3. Pre-judgment and post-judgment interest at the maximum rate allowed;
4. Attorneys' fees and costs reasonably incurred;
5. Injunctive and declaratory relief to the extent allowed by PAGA; and
6. Such other and further relief that the Court deems proper.

Dated: May 15, 2025

Respectfully submitted,

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