

Ronald H. Bae (SBN 186826)
rbae@AequitasLegalGroup.com
Karen L. Wallace (SBN 272309)
kwallace@AequitasLegalGroup.com
Olivia D. Scharrer (SBN 291470)
oscharrer@AequitasLegalGroup.com
Carson M. Turner (SBN 345992)
cturner@AequitasLegalGroup.com
AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: (213) 674-6080
Facsimile: (213) 674-6081

Attorneys for Plaintiff MARIO OROZCO-MARTINEZ

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
6/20/2025 4:01 PM
By: M. Guzman, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MARIO OROZCO-MARTINEZ, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees,

Plaintiff,

vs.

PRES-TEK PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVRS2505311

**CLASS ACTION COMPLAINT AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Regular and Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods or Pay Premium Compensation in Lieu Thereof);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in Lieu Thereof);
- (4) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);
- (5) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements);

- (6) Violation of California Labor Code § 2800 and 2802 (Failure to Reimburse Business Expenses);
- (7) Violation of California Business & Professions Code § 17200, *et seq.*; and
- (8) Penalties pursuant to California Labor Code § 2698, *et seq.* (Private Attorneys General Act) and California Labor Code § 558.

JURY TRIAL DEMANDED

Plaintiff MARIO OROZCO-MARTINEZ, individually and on behalf of all other members of the public similarly situated and on behalf of other aggrieved employees, alleges as follows:

THE PARTIES

1. Plaintiff MARIO OROZCO-MARTINEZ (“Plaintiff”) is at least 18 years of age and a resident of the State of California.

2. Defendant PRES-TEK PLASTICS, INC., was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

3. Plaintiff is unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously named defendants pursuant to California Code of Civil Procedure § 474 once their names and capacities become known.

4. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are the partners, agents, owners, shareholders, managers or employees of PRES-TEK PLASTICS, INC., and were acting on behalf of PRES-TEK PLASTICS, INC. at all relevant times.

5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to PRES-TEK PLASTICS, INC. and DOES 1 through 100 (collectively, “Defendants”), each acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and all Defendants were in

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

14. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

15. Plaintiff's proposed class consists of and is defined as:

All non-exempt employees who have been employed by Defendants in the State of California at any time between four years prior to the filing of this complaint and the date of final judgment in this action.

16. Plaintiff's proposed PAGA subclass consists of and is defined as:

All non-exempt employees who have worked for Defendants in the State of California at any time between March 6, 2024 and the date of certification of the class in this lawsuit.

17. Plaintiff reserves the right to establish additional subclasses as appropriate.

18. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

(a) **Numerosity**: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time, however, the class is estimated to be sufficiently numerous and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) **Typicality**: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all similarly situated employees' claims as demonstrated herein.

- 1 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect
2 the interests of each class member with whom he has a well-defined
3 community of interest and typicality of claims, as demonstrated herein.
4 Plaintiff acknowledges that he has an obligation to make known to the
5 Court any relationship, conflicts or differences with any class member.
6 Plaintiff's attorneys, the proposed class counsel, are well-versed in the
7 rules governing class action discovery, certification, and settlement.
8 Plaintiff and his counsel have incurred, and throughout the duration of this
9 action, will continue to incur costs and attorneys' fees that have been, are,
10 and will be necessarily expended for the prosecution of this action for the
11 substantial benefit of each class member.
- 12 (d) Superiority: The nature of this action makes the use of class action
13 adjudication superior to other methods. A class action will achieve
14 economies of time, effort and expense as compared with separate lawsuits,
15 and will avoid inconsistent outcomes because the same issues can be
16 adjudicated in the same manner and at the same time for the entire class.
- 17 (e) Public Policy Considerations: Employers in the State of California violate
18 employment and labor laws every day. Current employees are often afraid
19 to assert their rights out of fear of direct or indirect retaliation. Former
20 employees are fearful of bringing actions because they believe their
21 former employers might damage their future endeavors through negative
22 references and/or other means. Class actions provide the similarly situated
23 employees who are not named in the complaint with a type of anonymity
24 that allows for the vindication of their rights at the same time as their
25 privacy is protected.

26 19. There are common questions of law and fact as to the class (and each subclass, if
27 any) that predominate over questions affecting only individual members, including but not limited
28 to:

- 1 (a) Whether Defendants have properly paid Plaintiff and similarly situated
- 2 employees at a rate no less than the applicable minimum wage for all
- 3 hours worked, as required by California law;
- 4 (b) Whether Defendants have paid Plaintiff and similarly situated employees
- 5 for all of their overtime hours at the correct hourly rate, as required by
- 6 California law;
- 7 (c) Whether Defendants have provided Plaintiff and similarly situated
- 8 employees with a duty-free meal period of at least 30 minutes within the
- 9 first five hours of work, and/or provided a second duty-free meal period of
- 10 at least 30 minutes on shifts longer than 10 hours, and whether Defendants
- 11 have paid the required premium wages when compliant meal periods were
- 12 not provided, as required by California law;
- 13 (d) Whether Defendants have provided Plaintiff and similarly situated
- 14 employees with a duty-free rest break of at least 10 minutes for every four
- 15 hours worked or major fraction thereof, and whether Defendants have paid
- 16 the required premium wages when compliant rest breaks were not
- 17 provided, as required by California law;
- 18 (e) Whether Defendants paid Plaintiff and similarly situated employees all
- 19 wages owed upon the separation of their employment within the time
- 20 periods required by California law;
- 21 (f) Whether Defendants provided accurate, itemized wage statements to
- 22 Plaintiff and similarly situated employees, as required by California law;
- 23 (g) Whether Defendants fully reimbursed all business expenses incurred by
- 24 Plaintiff and similarly situated employees, as required by California law;
- 25 (h) Whether Defendants' conduct, as described above, was willful or reckless;
- 26 (i) Whether Defendants engaged in unfair business practices in violation of
- 27 California Business & Professions Code § 17200, *et seq.*; and
- 28 (j) The appropriate amount of damages, restitution, or monetary penalties

1 resulting from Defendants' violations of California law.

2 **GENERAL ALLEGATIONS**

3 20. At all relevant times set forth herein, Defendants employed Plaintiff and other
4 similarly situated persons as non-exempt employees who belong to the class as set forth above.

5 21. Defendants employed Plaintiff MARIO OROZCO-MARTINEZ as a non-exempt,
6 hourly-paid employee from approximately June 1, 2021 to approximately April 20, 2024. Plaintiff
7 worked as a processor, and his job duties included handling molds to produce plastic products.

8 22. Plaintiff and other similarly situated employees were not paid all of the wages
9 owed to them because of Defendants' unlawful policies and practices. Plaintiff and the putative
10 class members worked overtime, but were not paid for all of their overtime hours. Defendants
11 used an electronic timekeeping system that was capable of recording employees' work time to the
12 minute, but Defendants do not pay employees for the exact times recorded. Instead, Defendants
13 round employees' hours to their scheduled shifts.

14 23. Moreover, Defendants failed to correctly calculate Plaintiff's and similarly situated
15 employees' regular rates of pay for the purpose of paying overtime. Plaintiff and similarly
16 situated employees were paid non-discretionary bonuses and worked overtime in the periods in
17 which the bonuses were earned. Defendants failed to factor the bonuses into Plaintiff's and other
18 employees' regular rate of pay for purposed of paying overtime.

19 24. Further, Defendants rounded employees' meal breaks to exactly 30 minutes even
20 when employees' meal breaks were missed or short. Plaintiff and similarly situated employees
21 regularly worked during meal periods, but were not compensated for those hours worked.

22 25. Plaintiff and the putative class members were not provided with a timely, duty-free
23 meal break of at least 30 minutes for every 5 hours of work. Plaintiff and similarly situated
24 employees were given a heavy workload that did not permit them to take legally compliant meal
25 breaks. Moreover, Defendants regularly interrupted Plaintiff's and other employees' meal breaks
26 and/or cut their meal breaks short by telling employees to return to work before 30 minutes had
27 elapsed. Nonetheless, Defendants rounded Plaintiff's and similarly situated employees' meal
28 periods to 30 minutes even when the meal periods were shorter than 30 minutes long.

26. In addition, Defendants failed to provide Plaintiff and other similarly situated employees with a second duty-free meal period on shifts longer than 10 hours.

27. Defendants did not pay meal break premiums to Plaintiff and other similarly situated employees when compliant meal periods were not provided.

28. Plaintiff and the putative class members were not provided with a duty-free rest break of no less than 10 minutes for every four hours of work or major fraction thereof (i.e., one 10-minute rest break on shifts of 3.5 to 6 hours, two 10-minute rest breaks on shifts of 6 to 10 hours, and three 10-minute rest breaks on shifts of 10-14 hours). Plaintiff and the putative class members missed their rest breaks and were not able to take a full 10 minutes because of the heavy workload imposed by Defendants. Defendants regularly interrupted Plaintiff's and other employees' rest breaks and/or cut their rest breaks short by telling employees to return to work before the end of their rest break. Defendants failed to pay rest break premiums when compliant rest breaks were not provided.

29. Defendants failed to pay Plaintiff and the putative class members all wages owed upon the separation of their employment, including the unpaid regular and overtime wages and meal and rest break premium wages described herein.

30. Defendants failed to provide Plaintiff and the putative class members with accurate itemized wage statements, as required by California Labor Code § 226(a). The wage statements provided by Defendants fail to accurately state Plaintiff's and the putative class members' total hours worked and the corresponding hourly rates as a result of the failure to pay regular and overtime wages and meal and rest break premium wages described herein.

31. Defendants failed to reimburse Plaintiff and the putative class members for necessary business-related expenses. Plaintiff and the putative class members were required to use their personal cell phones for work and were not reimbursed for the associated expenses. Plaintiff and other employees were also required to use their own tools and equipment and were not reimbursed for these expenses by Defendants.

32. Defendants continue to employ non-exempt employees, who belong to the class as set forth above, within California.

1 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
3 advisors knowledgeable about California labor and wage law, employment and personnel
4 practices, and about the requirements of California law.

5 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and similarly situated employees were entitled to be paid at a rate
7 no less than the applicable minimum wage for all hours worked as well as overtime pay at one-
8 and-a-half times the regular rate of pay, but that Plaintiff and similarly situated employees were
9 not paid all their hours worked and/or at the correct overtime rate.

10 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and similarly situated employees were entitled to receive all meal
12 breaks as required by California law, or payment of one additional hour of pay at the regular rate
13 of pay when a compliant meal break was not provided.

14 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and similarly situated employees were entitled to receive all rest
16 breaks as required by California law, or payment of one additional hour of pay at the regular rate
17 of pay when a compliant rest break was not provided.

18 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and similarly situated employees were entitled to timely payment
20 of all wages—including, without limitation, regular and overtime wages and premium wages for
21 meal and rest break violations - due upon termination or discharge in accordance with California
22 law.

23 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and similarly situated employees were entitled to receive
25 complete and accurate wage statements in accordance with California law.

26 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and similarly situated employees were entitled to receive
28 reimbursement of all necessary business expenses incurred while working for Defendants, in

1 accordance with California law.

2 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
4 and similarly situated employees, and that Defendants had the financial ability to pay such
5 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
6 Plaintiff and similarly situated employees that they were properly compensated, all in order to
7 increase Defendants' profits.

8 41. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall
9 limit the right of any wage claimant to "sue directly... for any wages or penalty due to him [or
10 her] under this article."

11 42. At all relevant times set forth herein, the California Private Attorneys General Act,
12 Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

13 43. At all times herein set forth, PAGA provides that any provision of law under the
14 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
15 for violations of the California Labor Code may, as an alternative, be recovered through a civil
16 action brought by an aggrieved employee on behalf of himself or herself and other current or
17 former employees pursuant to procedures outlined in California Labor Code § 2699.3.

18 44. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
19 employee," who is any person that was employed by the alleged violator and against whom one or
20 more of the alleged violations was committed.

21 45. Plaintiff was employed by Defendants and the alleged violations were committed
22 against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and
23 other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that
24 they are all current or former employees of Defendants, and one or more of the alleged violations
25 were committed against them.

26 46. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
27 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
28 have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.
- c. On March 6, 2025, Plaintiff provided the requisite written notice by online submission to the LWDA and certified mail to Defendant PRES-TEK PLASTICS, INC. informing them of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- d. To date, the LWDA has not responded to Plaintiff’s written notice.

47. Plaintiff has satisfied the administrative prerequisites under California Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1198, 2800, and 2802. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against Defendants for violations of California Labor Code § 558.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510, 1194, and 1198

(Against All Defendants)

48. Plaintiff incorporates by reference and re-alleges as if fully stated herein the

1 material allegations set out in paragraphs 1 through 47.

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

7 50. During the relevant time period, Plaintiff and similarly situated employees
8 consistently worked in excess of eight (8) hours in a day and/or in excess of forty (40) hours in a
9 week.

10 51. California Labor Code § 1198 and the applicable Industrial Welfare Commission
11 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at
12 minimum wage for all hours worked and at an applicable overtime rate of pay for all overtime
13 hours worked.

14 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
15 were required to pay Plaintiff and similarly situated employees employed by Defendants, and
16 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
17 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
18 forty (40) hours in a workweek.

19 53. Plaintiff and other similarly situated employees were not paid all of the wages
20 owed to them because of Defendants’ unlawful policies and practices. Plaintiff and the putative
21 class members worked overtime, but were not paid for all of their overtime hours. Defendants
22 used an electronic timekeeping system that was capable of recording employees’ work time to the
23 minute, but Defendants do not pay employees for the exact times recorded. Instead, Defendants
24 round employees’ hours to their scheduled shifts.

25 54. Moreover, Defendants failed to correctly calculate Plaintiff’s and similarly situated
26 employees’ regular rates of pay for the purpose of paying overtime. Plaintiff and similarly
27 situated employees were paid non-discretionary bonuses and worked overtime in the periods in
28 which the bonuses were earned. Defendants failed to factor the bonuses into Plaintiff’s and other

employees' regular rate of pay for purposed of paying overtime.

55. Further, Defendants rounded employees' meal breaks to exactly 30 minutes even when employees' meal breaks were missed or short. Plaintiff and similarly situated employees regularly worked during meal periods, but were not compensated for those hours worked.

56. Defendants' failure to pay Plaintiff's and similarly situated employees' regular and overtime wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

57. Plaintiff and similarly situated employees are entitled to recover unpaid wages and such general and special damages as may be appropriate and interest thereon.

58. Pursuant to California Labor Code § 1194, Plaintiff and similarly situated employees are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against All Defendants)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 58.

60. At all relevant times, the applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and similarly situated employees' employment by Defendants.

61. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

62. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of

1 both the employer and the employee.

2 63. At all relevant times, the applicable IWC Wage Order and California Labor Code
3 section 512(a) further provide that an employer may not require, cause or permit an employee to
4 work for a period of more than ten (10) hours per day without providing the employee with a
5 second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
6 worked is not more than twelve (12) hours, the second meal period may be waived by mutual
7 consent of the employer and the employee only if the first meal period was not waived.

8 64. During the relevant time period, Plaintiff and similarly situated employees who
9 were scheduled to work for a period of time no longer than six (6) hours, and who did not waive
10 their legally-mandated meal periods by mutual consent, were required to work for periods longer
11 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

12 65. During the relevant time period, Plaintiff and similarly situated employees who
13 were scheduled to work for a period of time in excess of six (6) hours were required to work for
14 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
15 minutes.

16 66. During the relevant time period, Plaintiff and similarly situated employees who
17 were scheduled to work in excess of 10 hours but no longer than 12 hours, and who did not waive
18 their legally-mandated meal periods by mutual consent were required to work in excess of 10
19 hours without receiving a second uninterrupted meal period of not less than 30 minutes.

20 67. During the relevant time period, Plaintiff and similarly situated employees who
21 were scheduled to work for a period of time in excess of 12 hours were required to work for
22 periods longer than 10 hours without a second uninterrupted meal period of not less than 30
23 minutes.

24 68. During the relevant time period, Defendants willfully required Plaintiff and class
25 members to work during meal periods and failed to compensate Plaintiff and similarly situated
26 employees for work performed during meal periods.

27 69. Plaintiff and similarly situated employees were not provided with a timely, duty-
28 free meal break of at least 30 minutes for every 5 hours of work. Plaintiff and similarly situated

1 employees were given a heavy workload that did not permit them to take legally compliant meal
2 breaks. Moreover, Defendants regularly interrupted Plaintiff's and other employees' meal breaks
3 and/or cut their meal breaks short by telling employees to return to work before 30 minutes had
4 elapsed. Nonetheless, Defendants rounded Plaintiff's and similarly situated employees' meal
5 periods to 30 minutes even when the meal periods were shorter than 30 minutes long. In addition,
6 Defendants failed to provide Plaintiff and other similarly situated employees with a second duty-
7 free meal period on shifts longer than 10 hours.

8 70. During the relevant time period, Defendants failed to pay Plaintiff and similarly
9 situated employees the full meal period premium due for non-compliant meal periods pursuant to
10 California Labor Code § 226.7.

11 71. Defendants' conduct violates the applicable IWC Wage Orders and California
12 Labor Code §§ 226.7 and 512(a).

13 72. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b),
14 Plaintiff and similarly situated employees are entitled to recover from Defendants one additional
15 hour of pay at the employees' regular hourly rate of compensation for each work day that a
16 compliant meal period was not provided.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Labor Code § 226.7**

19 **(Against All Defendants)**

20 73. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
21 material allegations set out in paragraphs 1 through 72.

22 74. At all relevant times herein set forth, the applicable IWC Wage Order and
23 California Labor Code § 226.7 were applicable to Plaintiff's and similarly situated employees'
24 employment by Defendants.

25 75. At all relevant times, California Labor Code § 226.7 provides that no employer
26 shall require an employee to work during any rest period mandated by an applicable order of the
27 California IWC.

28 76. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
4 or major fraction thereof” unless the total daily work time is less than three and one-half (3½)
5 hours.

6 77. During the relevant time period, Defendants required Plaintiff and similarly
7 situated employees to work four (4) or more hours without authorizing or permitting a ten (10)
8 minute rest period per each four (4) hour period worked or major fraction thereof.

9 78. Plaintiff and similarly situated employees were not provided with compliant rest
10 periods in violation of California Labor Code §§ 226.7. Plaintiff and similarly situated employees
11 were unable to take net 10 minutes of rest period due to the heavy workload imposed by
12 Defendants. Defendants regularly interrupted Plaintiff’s and other employees’ rest breaks and/or
13 cut their rest breaks short by telling employees to return to work before the end of their rest break.

14 79. During the relevant time period, Defendants failed to pay Plaintiff and similarly
15 situated employees the full rest period premium due for non-compliant rest periods pursuant to
16 California Labor Code § 226.7.

17 80. Defendants’ conduct violates the applicable IWC Wage Orders and California
18 Labor Code § 226.7.

19 81. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b),
20 Plaintiff and similarly situated employees are entitled to recover from Defendants one additional
21 hour of pay at the employee’s regular hourly rate of compensation for each work day that the rest
22 period was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 201, 202 and 203**

25 **(Against All Defendants)**

26 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
27 material allegations set out in paragraphs 1 through 81.

28 83. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if

1 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
2 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
3 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
4 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
5 quit, in which case the employee is entitled to his or her wages at the time of quitting.

6 84. The unpaid wages owed to Plaintiff and putative similarly situated employees at the
7 time of termination of their employment include unpaid regular, overtime and premium wages for
8 non-compliant meal/rest periods, as set forth herein.

9 85. Defendants' failure to pay Plaintiff and those similarly situated employees who are
10 no longer employed by Defendants their wages earned and unpaid at the time of discharge, or
11 within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California
12 Labor Code §§ 201, 202 and 203.

13 86. All California employers know or should know that employees must be paid for all
14 time spent under the employer's control and that overtime wages are paid at one and a half times
15 the regular rate of pay. Defendant's failure to abide by these well-established laws is willful and
16 not in good faith.

17 87. California Labor Code § 203 provides that if an employer willfully fails to pay
18 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
19 a penalty from the due date, and at the same rate until paid or until an action is commenced; but
20 the wages shall not continue for more than thirty (30) days.

21 88. Plaintiff and similarly situated employees are entitled to recover from Defendants
22 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
23 pursuant to California Labor Code § 203.

24 **FIFTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
28 material allegations set out in paragraphs 1 through 88.

1 90. At all material times set forth herein, California Labor Code § 226(a) provides that
2 every employer shall furnish each of his or her employees an accurate itemized wage statement in
3 writing showing the following information: (1) gross wages earned; (2) total hours worked by the
4 employee, except for any employee whose compensation is solely based on a salary and who is
5 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
6 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
7 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
9 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
10 name of the employee and his or her social security number, except that by January 1, 2008, only
11 the last four digits of his or her social security number or an employee identification number other
12 than a social security number may be shown on the itemized statement; (8) the name and address
13 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each hourly rate by the employee.

15 91. Defendants have intentionally and willfully failed to provide employees with
16 complete and accurate wage statements because the wage statements provided by Defendants fail
17 to accurately state Plaintiff's and similarly situated employees' total hours worked and the
18 corresponding hourly rates as a result of the failure to pay regular and overtime time wages
19 described herein.

20 92. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
21 and similarly situated employees have suffered injury and damage to their statutorily-protected
22 rights.

23 93. Specifically, Plaintiff and other similarly situated employees have been injured by
24 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
25 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
26 statements under California Labor Code § 226(a). Plaintiff and other similarly situated employees
27 have been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it
28 has caused confusion over whether they had received all of the wages owed them, in addition to

1 their difficulty and expense in reconstructing pay records and making mathematical computations
2 to analyze whether the wages paid them did in fact compensate them for all hours worked.

3 94. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
4 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
5 information and the employee cannot promptly and easily determine such information from the
6 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
7 deemed to suffer injury if the wage statement does not accurately and completely state the total
8 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate.

10 95. Plaintiff and similarly situated employees are entitled to recover from Defendants
11 the greater of their actual damages caused by Defendants' failure to comply with California Labor
12 Code § 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

13 96. Plaintiff and similarly situated employees are also entitled to injunctive relief to
14 ensure compliance with this section, pursuant to California Labor Code § 226(g).

15 **SIXTH CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 2800 and 2802**

17 **(Against All Defendants)**

18 97. Plaintiff incorporates by references and re-alleges as if fully stated herein the
19 material allegations set out in paragraphs 1 through 96.

20 98. At all material times set forth herein, California Labor Code § 2802 provides that
21 an employer must reimburse employees for all necessary expenditures or losses incurred in direct
22 consequence of the discharge of their duties.

23 99. During the relevant time period, Defendants required Plaintiff and other similarly
24 situated employees to absorb those necessary expenditures and losses, wrongfully shifting
25 Defendants' cost of doing business onto Plaintiff and other similarly situated employees.

26 100. Defendants failed to reimburse Plaintiff and similarly situated employees for the
27 expenses they incurred in violation of California Labor Code §§ 2800 and 2802. Plaintiff and the
28 putative class members were required to use their personal cell phones for work and were not

1 reimbursed for the associated expenses. Plaintiff and other employees were also required to use
2 their own tools and equipment and were not reimbursed for these expenses by Defendants.

3 101. Plaintiff and similarly situated employees are entitled to recover from Defendants
4 their business-related expenses and the losses charged to them and incurred during the course and
5 scope of their employment, plus interest and an award of costs and reasonable attorneys' fees
6 pursuant to California Labor Code § 2802.

7 **SEVENTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code § 17200, *et seq.***

9 **(Against All Defendants)**

10 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
11 material allegations set out in paragraphs 1 through 101.

12 103. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful, and harmful to Plaintiff, other similarly situated employees, and to the general public.
14 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code
15 of Civil Procedure § 1021.5.

16 104. Defendants' activities, as alleged herein, are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business & Professions
18 Code § 17200, *et seq.*

19 105. A violation of California Business & Professions Code § 17200, *et seq.* may be
20 predicated on the violation of any state or federal law. In this case, Defendants' policy and
21 practice of not paying all minimum and overtime wages due violates California Labor Code §§
22 510, 1194, and 1198; Defendants' policy and practice of failing to provide compliant meal and rest
23 periods to Plaintiff and similarly situated employees without paying them proper compensation
24 violates California Labor Code §§ 226.7 and 512(a); Defendants' policy and practice of not timely
25 paying all wages owed to Plaintiff and other similarly situated employees upon resignation or
26 termination violates California Labor Code §§ 201, 202, and 203; Defendants' policy and practice
27 of failing to provide accurate itemized wage statements violate California Labor Code § 226; and
28 Defendants' policy and practice of failing to reimburse all business expenses violate California

1 Labor Code §§ 2800 and 2802.

2 106. Plaintiff and putative similarly situated employees have been personally injured by
3 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
4 limited to the loss of money and/or property.

5 107. Pursuant to California Business & Professions Code § 17200, *et seq.*, Plaintiff and
6 putative similarly situated employees are entitled to restitution of the wages withheld and retained
7 by Defendants during a period that commences four years prior to the filing of this complaint; a
8 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
9 similarly situated employees; an award of attorneys' fees pursuant to California Code of Civil
10 Procedure § 1021.5 and other applicable laws; and an award of costs.

11 **EIGHTH CAUSE OF ACTION**

12 **Penalties Pursuant to California Labor Code § 2698, *et seq.***

13 **(Private Attorneys General Act)**

14 **(Against All Defendants)**

15 108. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
16 material allegations set out in paragraphs 1 through 107.

17 109. At all relevant times set forth herein, the California Private Attorneys General Act,
18 Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendant.

19 110. At all times herein set forth, PAGA provides that any provision of law under the
20 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
21 for violations of the California Labor Code may, as an alternative, be recovered through a civil
22 action brought by an aggrieved employee on behalf of himself or herself and other current or
23 former employees pursuant to procedures outlined in California Labor Code § 2699.3

24 111. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
25 employee" who is any person that was employed by the alleged violator and against whom one or
26 more of the alleged violations was committed.

27 112. Plaintiff was employed by Defendants and the alleged violations were committed
28 against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and

1 other employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that
2 they are all current or former employees of Defendants, and one or more of the alleged violations
3 were committed against them.

4 113. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
5 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
6 have been met:

- 7 a. The aggrieved employee shall give written notice by certified mail
8 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
9 specific provisions of the California Labor Code alleged to have been
10 violated, including the facts and theories to support the alleged violations.
- 11 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
12 employer and the aggrieved employee by certified mail that it does not
13 intend to investigate the alleged violation within sixty (60) calendar days of
14 the postmark date of the Employee’s Notice. Upon receipt of the LWDA
15 Notice, or if the LWDA Notice is not provided within sixty-five (65)
16 calendar days of the postmark date of the Employee’s Notice, the aggrieved
17 employee may commence a civil action pursuant to California Labor Code
18 § 2699 to recover civil penalties in addition to any other penalties to which
19 the employee may be entitled.
- 20 c. On March 6, 2025, Plaintiff provided the requisite written notice by online
21 submission to the LWDA and certified mail to Defendant Pres-Tek Plastics,
22 Inc. informing them of the specific provisions of the California Labor Code
23 alleged to have been violated, including the facts and theories to support the
24 alleged violations.
- 25 d. To date, the LWDA has not responded to Plaintiff’s written notice.

26 114. At all material times set forth herein, California Labor Code § 558 provides that an
27 employer or person acting on behalf of an employer who violates (or causes to be violated) any
28 provision of Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating

1 hours and days of work shall be subject to civil penalties of \$50 to \$100 per pay period to each
2 underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other
3 civil penalties provided for by law.

4 115. Plaintiff has satisfied the administrative prerequisites under California Labor Code §
5 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations
6 of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1198, 2800, and
7 2802. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against
8 Defendants for violations of California Labor Code § 558.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 **As to the First Cause of Action**

15 1. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully failing to pay
17 all wages, including regular and overtime wages, due to Plaintiff and similarly situated employees;

18 2. For general unpaid wages at the applicable wage rates and such general and special
19 damages as may be appropriate;

20 3. For pre-judgment interest on any unpaid wages commencing from the date such
21 amounts were due;

22 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code § 1194(a); and

24 5. For such other and further relief as the Court may deem equitable and appropriate.

25 **As to the Second Cause of Action**

26 6. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all
28 meal periods to Plaintiff and similarly situated employees;

20. For statutory penalties pursuant to California Labor Code § 203; and

21. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and similarly situated employees, and willfully failed to provide accurate itemized wage statements thereto;

23. For all actual, consequential and incidental losses and damages, according to proof;

24. For statutory penalties pursuant to California Labor Code § 226(e);

25. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g); and

26. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

27. That the Court declare, adjudge and decree that Defendants are joint employers and are jointly and severally liable for violating California Labor Code § 2802 by unlawfully failing to indemnify Plaintiff and other similarly situated employees for losses caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants

28. For all actual damages, according to proof;

29. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiff and other similarly situated employees, from the date such amounts were paid; and

30. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 2802(c).

As to the Seventh Cause of Action

31. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code § 17200, *et seq.* by failing to pay Plaintiff and similarly situated employees all wages due to them, including regular and overtime wages; failing to provide compliant meal and rest periods to Plaintiff and similarly situated employees; failing to pay

1 premium wages when compliant meal and rest periods were not provided; failing to timely pay all
2 wages due upon employees' resignation or termination under California Labor Code § 201 – 203;
3 failing to timely pay all wages due during employment under California Labor Code § 204; failing
4 to provide Plaintiff and similarly situated employees with compliant wage statements under
5 California Labor Code § 226; and failing to reimburse business expenses incurred by Plaintiff and
6 similarly situated employees.

7 32. For restitution of unpaid wages to Plaintiff and all similarly situated employees and
8 prejudgment interest from the day such amounts were due and payable;

9 33. For the appointment of a receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants
11 as a result of violations of California Business & Professions Code § 17200, *et seq.*;

12 34. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure § 1021.5;

14 35. For injunctive relief to ensure compliance with this section, pursuant to California
15 Business & Professions Code § 17200, *et seq.*; and

16 36. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Eighth Cause of Action

18 37. For civil penalties pursuant to California Labor Code § 2699(f) and (g) in the
19 amount of \$100 dollars for each violation per pay period for the initial violation and \$200 for each
20 aggrieved employee per pay period for each subsequent violation, plus attorneys' fees and costs;

21 38. For civil penalties pursuant to California Labor Code § 558 in the amount of \$50
22 per underpaid employee for each initial pay period in which the employee was underpaid and \$100
23 per underpaid employee for each subsequent pay period in which the employee was underpaid, in
24 addition to an amount sufficient to recover underpaid wages; and

25 39. For such other and further relief as the Court may deem equitable and appropriate.

26 ///

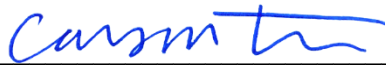
27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June 20, 2025

AEQUITAS LEGAL GROUP

By: 

RONALD H. BAE
KAREN L. WALLACE
OLIVIA D. SCHARRER
CARSON M. TURNER
Attorneys for Plaintiff MARIO OROZCO-
MARTINEZ