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County of Los Angeles

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FERNANDO SALDANA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FERNANDO SALDANA, on behalf of himself
and all others similarly situated;

Plaintiff,

vs.

PRC-DESOTO INTERNATIONAL, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No. 25STCV09916

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 2. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 3. FAILURE TO PAY MEAL PERIOD
PREMIUMS AT REGULAR RATE
OF COMPENSATION (LABOR
CODE § 226.7)**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 8. PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Fernando Saldana (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other Aggrieved
3 Employees, hereby brings this Class and Representative Action Complaint against PRC-DeSoto
4 International, Inc. and Does 1 through 100, inclusive (collectively, “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other Aggrieved Employees, hereby
9 brings this class and representative action for recovery of unpaid wages and penalties under
10 California Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204,
11 226, 226.7, 510, 512, 558, 1194, 1198, 2698 *et seq.*; and Industrial Welfare Commission Wage
12 Order No. 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This class
13 action is brought pursuant to California Code of Civil Procedure section 382. This Court has
14 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
15 controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
20 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
21 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). Plaintiff is, and at all
24 relevant times was, a California resident. During the four years immediately preceding the filing
25 of this action and within the statute of limitations periods applicable to each cause of action pled
26 herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a
27 victim of Defendants’ policies and/or practices complained of herein, lost money and/or property,
28 and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 510, 512,

558, 1194, 1198; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 1, which sets employment standards for the manufacturing industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a manufacturer of paints, sealants, and other materials for the aerospace industry, and that they employed Plaintiff and other similarly situated non-exempt employees within the State of California. On information and belief, Defendants are headquartered in Sylmar, California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 21) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes (as defined in Paragraph 21).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants as a non-exempt employee for approximately 10 years until approximately February 2025.

10. During the relevant time period, Defendants regularly issued wage statements to Plaintiff and other non-exempt employees that failed to accurately report the number of total hours worked, in violation of Labor Code § 226(a)(2). Specifically, the wage statements issued by Defendants would list several line items identifying hours worked, but when adding together the number of hours listed in each of those line items, the total number of hours was well above the actual number of hours worked during the pay period. Nor did the wage statements separately list the number of “total hours worked,” meaning that Plaintiff and other employees would need to rely on documents or information outside of the wage statement itself in order to ascertain their true number of hours worked during the pay period. An example of the relevant portion of one of Plaintiff’s wage statements is reproduced below:



PRC-DeSoto International, Inc.
12780 San Fernando Road
Sylmar, CA 91342
+1 (833) 7747772

Fernando Saidana

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Fernando Saidana	PRC-DeSoto International, Inc.	288665	09/23/2024	10/06/2024	10/11/2024	
			OT Pay Period Begin	OT Pay Period End		
			09/23/2024	10/06/2024		

	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	7,280.69	615.62	2,140.14	405.31	4,119.62
YTD	132,814.50	13,400.58	35,117.31	7,401.47	76,895.14

Earnings					Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD	Amount	YTD
Adjustment Other			0.00		2,514.12	425.87	7,749.44
Award Plan			0.00		1,595.00	99.60	1,812.37
CA SDI Company Paid	09/23/2024 - 10/06/2024	0	0.00	125.98	2,219.37	1,032.06	15,758.94
Group Life Txd	09/23/2024 - 10/06/2024	0	0.00	1.23	26.29	507.07	8,421.95
Holiday Hourly			0.00		3,447.32	75.54	1,374.61
Meal Premium	09/23/2024 - 10/06/2024	1	38.20	38.20	533.51		
Overtime At Double Hourly	09/23/2024 - 10/06/2024	3.05	76.40	233.06	6,168.18		
Overtime Hourly	09/23/2024 - 10/06/2024	68.24	57.30	3,910.20	48,999.18		
Regular Wages	09/23/2024 - 10/06/2024	46	38.20	1,757.20	45,570.03		
Retroactive Pay			0.00		2,458.05		
Shift Dlt 3			0.00		309.45		
Shift Hourly	09/23/2024 - 10/06/2024	48	0.75	36.00			
Shift Hourly	09/23/2024 - 10/06/2024	68.24	1.13	76.78			
Shift Hourly	09/23/2024 - 10/06/2024	3.05	1.50	4.58			
Shift Hourly	09/23/2024 - 10/06/2024	46	4.20	193.31			
Shift Hourly	09/23/2024 - 10/06/2024	19.18	6.30	120.88			
Shift Hourly	09/23/2024 - 10/06/2024	0.87	8.40	7.31	7,454.83		
Sick Pay Hourly	09/23/2024 - 10/06/2024	1	38.20	38.20	1,143.42		
Sick Pay Out			0.00		1,876.25		
Special Payment_100%	09/23/2024 - 10/06/2024	0	0.00	509.79	2,292.28		
Supplemental OT Sick			0.00		78.49		
Supplemental Overtime			0.00		450.36		
Taxable Income FSL 100%			0.00		677.74		
Vacation Hourly	09/23/2024 - 10/06/2024	6	38.20	229.20	4,584.00		
Vacation P_M			0.00		442.92		
Earnings				7,281.92	132,840.79	2,140.14	35,117.31

1 11. The example above is from Plaintiff’s wage statement dated October 11, 2024,
2 which covered the pay period of September 23 – October 6, 2024. In that wage statement,
3 Defendants listed “Overtime at Double Hourly,” “Overtime Hourly,” and “Regular Wages,” each
4 with a corresponding number of hours and rate of pay. The wage statement goes on, however, to
5 list six additional line items each titled “Shift Hourly,” each with a corresponding number of hours
6 and rate of pay. Plaintiff is informed and believes these may have been shift differentials or other
7 additional hourly pay; however, the wage statement is decidedly unclear as to whether these items
8 are shift differentials, some other sort of hourly pay, and/or reflective of additional hours worked,
9 particularly because the wage statement contains a *separate* line item labeled “Shift Diff 3,” which
10 on information and belief corresponds to a shift differential. Moreover, the total number of hours
11 listed for the first three “Shift Hourly” line items (119.29 hours) does not equal the total number
12 of hours listed in the latter three “Shift Hourly” line items (66.05 hours) or in the original 3 line
13 items (117.29 hours). Plaintiff did not work 302.63 hours in that pay period (that would have been
14 nearly physically impossible in a 14-day pay period), and it is unclear from the wage statement
15 itself the actual number of total hours worked. In sum, the wage statement is unclear and
16 confusing as to how many hours Plaintiff worked during the pay period. Furthermore, the wage
17 statement is unclear and confusing as to how many hours Plaintiff worked at each rate of pay in
18 the pay period, in violation of Labor Code § 226(a)(9), given the inconsistent number of hours
19 listed for each line item as described above.

20 12. Many of Plaintiff’s wage statements during the relevant time period contained a
21 similarly confusing accounting of hours worked, and on information and belief, Defendants issued
22 similarly confusing wage statements to their other non-exempt employees during the relevant
23 time period, in violation of Labor Code § 226(a)(2) and (a)(9).

24 13. Defendants have also failed to pay overtime and/or double-time wages at 1.5 times
25 or 2 times the “regular rate of pay.” Specifically, Defendants have failed to incorporate additional
26 forms of remuneration, including but not limited to bonuses listed as “Special Payment_100%,”
27 in the regular rate. For example, in the wage statement reproduced above, Plaintiff was paid
28 \$509.79 in “Special Payment_100%” pay, but that additional remuneration was not incorporated

1 into the “regular rate of pay” when calculating Plaintiff’s overtime and double-time wages.
2 Moreover, to the extent that the “Shift Hourly” payments described above were shift differentials,
3 not all of those shift differentials were incorporated into the regular rate. For example, it appears
4 from the wage statement reproduced above that the \$4.20 shift differential earned for 46 hours of
5 work was not incorporated into all of the overtime and double-time hours worked by Plaintiff in
6 that pay period.

7 14. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 similarly paid shift differentials, bonuses, and/or other non-excludable forms of pay (these forms
9 of pay shall hereinafter be collectively referred to as “Incentive Pay”) to Defendants’ other non-
10 exempt employees, and that Defendants failed to incorporate the value of such Incentive Pay into
11 non-exempt employees’ “regular rate of pay” when calculating overtime and double-time wages
12 during the putative class period.

13 15. In addition to underpaying overtime and double-time wages, Defendants have also
14 under-paid sick pay wages. Specifically, just as Defendants failed to incorporate all Incentive Pay
15 into the regular rate for overtime purposes, Defendants also failed to incorporate the value of
16 Incentive Pay into the regular rate for purposes of calculating sick pay. For example, in the wage
17 statement cited above, Plaintiff was paid 1 hour of sick pay and Defendants failed to incorporate
18 the value of the “Special Payment_100%” payment, and/or some or all of the shift differentials
19 earned during that pay period, into the value of the sick pay paid to Plaintiff. This practice violates
20 Laboe Code § 245 *et seq.*, including Labor Code § 246(l)(1) (providing that sick pay should be
21 paid at the “regular rate of pay”). On information and belief, Defendants have likewise failed to
22 properly calculate sick pay wages to other employees during the relevant time period.

23 16. Defendants have also failed to pay meal period premiums at the “regular rate of
24 compensation” as required under Labor Code § 226.7. The California Supreme Court has held
25 that “regular rate of compensation” under Section 226.7 has the same meaning as “regular rate of
26 pay” under Labor Code § 510, and therefore, employers must incorporate Incentive Pay into the
27 “regular rate of compensation” when calculating meal period premiums. (*See Ferra v. Loews*
28 *Hollywood Hoel, LLC*, 11 Cal.5th 858 (2021).) Here, however, Defendants failed to incorporate

1 Incentive Pay when calculating meal period premiums. For example, the wage statement
2 reproduced above indicates that Plaintiff was paid a meal period premium, but Defendants failed
3 to incorporate the “Special Payment_100%” payment and some or all of the shift differentials
4 earned during that pay period, when calculating the meal period premium. On information and
5 belief, Defendants have likewise failed to properly calculate and pay meal period premiums
6 during the relevant time period to Defendants’ other non-exempt employees.

7 17. Defendants have also failed to provide their non-exempt employees, including
8 Plaintiff, with all required meal periods. Plaintiff’s meal periods were frequently interrupted by
9 work demands, and Plaintiff sometimes could not take his meal period by the end of the fifth hour
10 of work. Plaintiff also worked many shifts of over 10.0 hours, but Defendants failed to provide
11 him with a second meal period, including on those shifts when he worked over 12.0 hours (where
12 the second meal period cannot be waived). Although Defendants paid some meal period
13 premiums (discussed above), on information and belief Defendants did not pay a meal period
14 premium for each workday that a legally compliant meal period and/or second meal period was
15 not provided, and for at least a portion of the putative class period did not maintain a mechanism
16 to pay meal period premiums at all. On information and belief, Defendants’ other non-exempt
17 employees likewise were not provided all of their meal periods as required under California law
18 and likewise were not paid meal period premiums for all such violations.

19 18. Defendants have also failed to authorize and permit all rest periods to which
20 Plaintiff and other non-exempt employees were entitled. Specifically, the work demands placed
21 on Plaintiff sometimes made it impracticable for Plaintiff to take all of the rest periods to which
22 he was entitled, which was frequently three rest periods since Plaintiff worked more than 10 hours
23 on many of his shifts. Plaintiff’s rest periods (whether first, second, or third) were also sometimes
24 interrupted, or had to be forgone altogether, because of work demands. On information and belief,
25 Defendants’ other non-exempt employees likewise were not authorized and permitted all of their
26 rest periods as required under California law. Despite failing to authorize and permit all required
27 rest periods, Defendants failed to pay Plaintiff any rest period premium payments as required
28 under Labor Code § 226.7. On information and belief, during at least a portion of the putative

1 class period, Defendants maintained no mechanism to pay rest period premiums on workdays
2 when all required rest periods were not authorized and permitted.

3 19. As a result of Defendants' failure to pay all wages due, including all overtime and
4 double-time wages and meal period and rest period premium wages, Defendants have failed to
5 pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation
6 of their employment.

7 20. As a further result of Defendants' unlawful practices described above, Defendants
8 have maintained inaccurate payroll records and have issued inaccurate wage statements to
9 Plaintiff and other non-exempt employees. And as described in detail above, the wage statements
10 issued by Defendants frequently failed to include information that allowed Plaintiff and other
11 non-exempt employees to ascertain their total hours worked, and/or their hours worked at each
12 rate of pay, during each pay period without referencing information or documents outside the
13 wage statement itself.

14 **CLASS ACTION ALLEGATIONS**

15 21. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
16 following Classes pursuant to Section 382 of the Code of Civil Procedure:

17 a. The Overtime Class consists of all of the Defendants' current and former non-
18 exempt employees in California who worked more than 8.0 hours in a workday and/or over
19 40.0 hours in a workweek, and earned Incentive Pay in a corresponding time period, at any
20 time from four years prior to the filing of this action through the present.

21 b. The Meal Period Class consists of all of the Defendants' current and former non-
22 exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or
23 at least one shift in excess of 10.0 hours, at any time from four years prior to the filing of
24 this action through the present.

25 c. The Meal Period Premium Underpayment Class consists of all of Defendants'
26 current and former non-exempt employees in California who were paid a meal period
27 premium and earned Incentive Pay in a corresponding time period, at any time from four
28 years prior to the filing of this action to the present.

1 d. The Rest Period Class consists of Defendants' current and former non-exempt
2 employees in California who worked at least one shift of 3.5 hours or more, at any time
3 from four years prior to the filing of this action to the present.

4 e. The Wage Statement Class consists of (i) all members of the Overtime Class, Meal
5 Period Class, Rest Period Class, and/or Meal Period Premium Underpayment Class who
6 received a wage statement at any time from one year prior to the filing of this action to the
7 present; and (ii) all of Defendants' non-exempt employees in California who received a
8 wage statement that included multiple line items listing number of hours worked that, in
9 the aggregate, did not reflect an accurate accounting of total hours worked, and/or did not
10 include an accurate accounting of hours worked at each rate of pay, at any time from one
11 year prior to the filing of this action to the present.

12 f. The Waiting Time Class consists of all members of the Overtime Class, Meal
13 Period Class, Rest Period Class, and/or Meal Period Premium Underpayment Class, whose
14 employment with Defendants ended at any time from three years immediately preceding
15 the filing of this action through the present.

16 22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
17 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
18 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
19 one hundred (100) individuals in each Class. The identity of such membership is readily
20 ascertainable via Defendants' employment records.

21 23. **Common Questions of Law and Fact Predominate/Well Defined Community**
22 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
23 situated employees, which predominate over questions affecting only individual members
24 including, without limitation to:

- 25 i. Whether Defendants' timekeeping and payroll practices violate the
26 applicable Labor Code provisions including, but not limited to, Sections
27 510 and 1194 by requiring overtime work and not paying the Overtime
28 Class for said work according to California's overtime laws;

- ii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iii. Whether Defendants paid meal period premiums at the “regular rate of compensation” under Labor Code § 226.7;
- iv. Whether Defendants authorized and permitted the Rest Period Class to take legally compliant rest periods;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vi. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment

24. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants’ policies and/or practices applicable to each individual class member, such as Defendants’ overtime, wage statement, meal period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member’s showing as to his or her eligibility for recovery or as to the amount of his or her damages.

25. **Typicality:** Plaintiff’s claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as non-exempt employees in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was not paid all earned overtime wages and double-time wages; was subject to Defendants’ uniform meal period policies/practices; was furnished with inaccurate wage statements; and was deprived of all final wages upon separation of employment from Defendants.

26. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff’s attorneys have prosecuted numerous wage-and-hour class

1 actions in state and federal courts in the past and are committed to vigorously prosecuting this
2 action on behalf of the members of the Classes.

3 27. **Superiority:** The California Labor Code is broadly remedial in nature and serves
4 an important public interest in establishing minimum working conditions and standards in
5 California. These laws and labor standards protect the average working employee from
6 exploitation by employers who have the responsibility to follow the laws and who may seek to
7 take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
9 and members of the Classes make the class action format a particularly efficient and appropriate
10 procedure to redress the violations alleged herein. If each employee were required to file an
11 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
12 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
13 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
14 an individual remedy would discourage the assertion of lawful claims by employees who would
15 be disinclined to file an action against their former and/or current employer for real and justifiable
16 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
17 prosecution of separate actions by individual class members would create a substantial risk of
18 inconsistent or varying verdicts or adjudications with respect to the individual class members
19 against Defendants herein; and which would establish potentially incompatible standards of
20 conduct for Defendants. Further, the claims of the individual members of the Classes are not
21 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
22 costs and expenses attending thereto. As such, the Classes identified in Paragraph 21 are
23 maintainable under Section 382 of the Code of Civil Procedure.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

27 28. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

28 ///

1 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
2 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
3 overtime hours worked, and which provide a private right of action for the failure to pay all
4 overtime compensation for overtime work performed.

5 30. At all times relevant herein, Defendants were required to properly compensate
6 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
7 Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an
8 employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of
9 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
10 the seventh consecutive workday in a workweek. Wage Order 1, § 3 also requires an employer to
11 pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
12 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
13 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime
14 and double-time hours but did not compensate them at one and one-half times (or two times) their
15 regular rate of pay for such hours.

16 31. The foregoing policies and practices are unlawful and create entitlement to
17 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
18 premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of
19 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
20 Civil Procedure § 1021.5.

21 **SECOND CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed in their affirmative obligation to provide all their hourly non-exempt employees, including
27 Plaintiff and Meal Period Class members, with all required meal periods in accordance with the
28 mandates of the Labor Code and Wage Order 1, for the reasons set forth in this Complaint.

34. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 1, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

THIRD CAUSE OF ACTION

**FAILURE TO PAY MEAL PERIOD PREMIUMS AT REGULAR RATE OF
COMPENSATION**

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Labor Code §§ 226.7 provides that an employer must pay an extra hour of pay at the employee's "regular rate of compensation" for each workday in which the employer fails to provide all required meal periods. As described herein above, the California Supreme Court has held that "regular rate of compensation" has the same meaning as "regular rate of pay" under Labor Code § 510.

37. As alleged herein, Defendants have failed to pay meal period premiums to Plaintiff and Meal Period Premium Underpayment Class members at their "regular rate of compensation" by failing to incorporate the value of Incentive Pay when calculating meal period premiums.

38. The foregoing violations create an entitlement to recovery by Plaintiff and Meal Period Premium Underpayment Class members in a civil action for the unpaid amount of meal period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Labor Code §§ 226.7 and 516, and Wage Order 1, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

1 41. As alleged herein, Defendants have failed to authorize and permit Plaintiff and
2 Rest Period Class members to take their legally entitled rest periods. Defendants have also failed
3 to compensate Plaintiff and Rest Period Class members with a rest period premium for each
4 workday they were not authorized and permitted all rest periods to which they were entitled.

5 42. The foregoing violations create an entitlement to recovery by Plaintiff and Rest
6 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
7 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
8 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
9 1 of the California Constitution.

10 **FIFTH CAUSE OF ACTION**
11 **WAGE STATEMENT VIOLATIONS**
12 **(AGAINST ALL DEFENDANTS)**

13 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and the Wage Statement Class with accurate and complete itemized wage statements that
17 included, among other requirements, an accurate accounting of total hours worked, all hours
18 worked at each rate of pay, and all wages earned, in violation of Labor Code § 226.

19 45. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
20 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
21 among other things, the non-payment of all their wages and meal period premium wages, and
22 confusion over the number of hours worked, and deprived them of the information necessary to
23 identify and reconcile the discrepancies in Defendants' reported data.

24 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of
25 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
26 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
27 of suit, pursuant to Labor Code §§ 226 and 226.3.

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid overtime and double-time wages and unpaid meal period premium wages.

50. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

51. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

53. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all overtime wages due, failing to provide meal periods or pay meal period premium wages at the proper rate, failing to authorize and permit rest periods, failing to furnish accurate and complete itemized wage statements, and failing to pay all earned wages at separation of employment.

54. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seek full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

56. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

57. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

59. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, 558, 516, 1198;
- c. Failing to pay meal period premiums at Plaintiff's and other aggrieved employees' "regular rate of compensation," in violation of Labor Code § 226.7;
- d. Failing to authorize and permit rest periods to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to pay sick pay at the proper rate of pay, in violation of Labor Code § 245 *et seq.*, including but not limited to Labor Code § 246;
- f. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code § 226;
- g. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-203;
- h. Failing to maintain accurate records of the hours worked, meal periods taken, and other records pertaining to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

60. On or about April 3, 2025, Plaintiff notified Defendant PRC-DeSoto International, Inc. via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 59 (a)-(h) above. Now that sixty-five days have

passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations. As noted in his PAGA notice letter, the "aggrieved employees" whom Plaintiff seeks to represent include all current and former non-exempt employees of Defendants who have worked for Defendants in California at any time from one year immediately prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

61. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representatives of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 558, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;

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1 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226, *et seq.*;

3 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
4 Labor Code §§ 201-203;

5 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
6 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
7 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

8 11. Upon the Eighth Cause of Action, for any and all civil penalties available to Plaintiff,
9 the State of California, and other aggrieved employees under the Private Attorneys General Act,
10 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
11 engaging in the unlawful conduct alleged herein;

12 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
13 Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California
14 Constitution;

15 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
16 226(e), 1194 *et seq.*, 2699(k), Code of Civil Procedure § 1021.5, and all other applicable statutes;
17 and

18 14. For such other and further relief the Court may deem just and proper.

19 Date: June 9, 2025

MARQUEE LAW GROUP, APC

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21 
22 Tuvia Korobkin
Attorneys for Plaintiff

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

25 Date: June 9, 2025

MARQUEE LAW GROUP, APC

26
27 
28 Tuvia Korobkin
Attorneys for Plaintiff