

ELECTRONICALLY FILED
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 County of Solano
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Attorneys for Plaintiff
 DEMETRIO RINCON TORRES,
 individually, and on behalf of all others
 similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SOLANO

DEMETRIO RINCON TORRES, an
 individual, and on behalf of himself and all
 others similarly situated,

Plaintiff,

vs.

UOB OF VACAVILLE LLC, a California
 limited liability company; UOB OF
 CALIFORNIA LLC, a California limited
 liability company; UOB OF EAST
 SACRAMENTO LLC, a California limited
 liability company; UOB OF FOLSOM LLC, a
 California limited liability company; UOB OF
 ROCKLIN LLC, a California limited liability;
 UOB OF ROSEVILLE LLC, a California
 limited liability; and DOES 1 through 50,
 inclusive,

Defendants.

CASE NO.: CU25-07125

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff DEMETRIO RINCON TORRES (“PLAINTIFF”), an individual, demanding a
2 jury trial, on behalf of himself and all others similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS UOB OF
6 VACAVILLE LLC, a California limited liability company; UOB OF CALIFORNIA LLC, a
7 California limited liability company; UOB OF EAST SACRAMENTO LLC, a California limited
8 liability company; UOB OF FOLSOM LLC, a California limited liability company; UOB OF
9 ROCKLIN LLC, a California limited liability company; UOB OF ROSEVILLE LLC, a California
10 limited liability company; and DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified
11 to do business in California and regularly conduct business in California. Further, no federal
12 question is at issue because the claims are based solely on California law.

13 2. Venue is proper in this judicial district and the County of Solano, California
14 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
15 in the County of Solano, DEFENDANTS maintain offices and facilities and transact business in
16 the County of Solano, and DEFENDANTS’ illegal payroll policies and practices which are the
17 subject of this action were applied, at least in part, to PLAINTIFF, and other persons similarly
18 situated, in the County of Solano.

19 **PLAINTIFF**

20 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
21 of DEFENDANTS during the relevant time period.

22 4. PLAINTIFF, on behalf of himself and other similarly situated current and former
23 non-exempt employees of DEFENDANTS in the State of California at any time during the four
24 years preceding the filing of this action, and continuing while this action is pending, brings this
25 class action to recover, among other things, wages and penalties from unpaid wages earned and
26 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
27 compensation, illegal meal and rest period policies, failure to indemnify employees for necessary
28 expenditures and/or losses incurred in discharging their duties, failure to provide accurate

1 itemized wage statements and interest, attorneys' fees, costs, and expenses.

2 5. PLAINTIFF brings this action on behalf of himself and the following similarly
3 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
4 employees of DEFENDANTS in the State of California at any time within the period
5 beginning four (4) years prior to the filing of this action and ending at the time this action
6 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
7 to name additional class representatives.

8 **DEFENDANTS**

9 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UOB
10 OF VACAVILLE LLC is, and at all times relevant hereto was, a California limited liability
11 company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant UOB
12 OF VACAVILLE LLC is authorized to conduct business in the State of California, and does
13 conduct business in the State of California. Specifically, Defendant UOB OF VACAVILLE LLC
14 maintains offices and facilities and conducts business in, and engages in illegal payroll practices
15 or policies in, the County of Solano, State of California.

16 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UOB
17 OF CALIFORNIA LLC is, and at all times relevant hereto was, a California limited liability
18 company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
19 UOB OF CALIFORNIA LLC is authorized to conduct business in the State of California, and
20 does conduct business in the State of California. Specifically, Defendant UOB OF CALIFORNIA
21 LLC maintains offices and facilities and conducts business in, and engages in illegal payroll
22 practices or policies in, the County of Solano, State of California.

23 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UOB
24 OF EAST SACRAMENTO LLC is, and at all times relevant hereto was, a California limited
25 liability company. PLAINTIFF is further informed and believes, and thereon alleges, that
26 Defendant UOB OF EAST SACRAMENTO LLC is authorized to conduct business in the State
27 of California, and does conduct business in the State of California. Specifically, Defendant UOB
28 OF EAST SACRAMENTO LLC maintains offices and facilities and conducts business in, and

engages in illegal payroll practices or policies in, the County of Solano, State of California.

9. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UOB OF FOLSOM LLC is, and at all times relevant hereto was, a California limited liability company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant UOB OF FOLSOM LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant UOB OF FOLSOM LLC maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Solano, State of California.

10. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UOB OF ROCKLIN LLC is, and at all times relevant hereto was, a California limited liability company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant UOB OF ROCKLIN LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant UOB OF ROCKLIN LLC maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Solano, State of California.

11. PLAINTIFF is informed and believes, and thereon alleges, that Defendant UOB OF ROSEVILLE LLC is, and at all times relevant hereto was, a California limited liability company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant UOB OF ROSEVILLE LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant UOB OF ROSEVILLE LLC maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Solano, State of California.

12. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the

1 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
2 when ascertained.

3 13. At all relevant times herein, DEFENDANTS were the joint employers of
4 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
5 that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
6 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
7 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
8 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
9 Defendants, and each was the alter ego of the other.

10 14. Upon information and belief, at all relevant times herein, DEFENDANTS had an
11 interrelation of operations, common management, centralized control of labor relations, and
12 common ownership and financial control.

13 15. Upon information and belief, Defendants exercised control over PLAINTIFFS'
14 and other CLASS MEMBERS' wages, hours, and working conditions, by, inter alia, jointly
15 creating, implementing, and enforcing uniform wage and hour policies, practices, and procedures
16 at all of their facilities, including but not limited to the same policies regarding meal and rest
17 periods, the wages to be paid to PLAINTIFFS and other CLASS MEMBERS, the hours to be
18 worked by PLAINTIFFS and other CLASS MEMBERS, and the working conditions that
19 PLAINTIFFS and other CLASS MEMBERS would be subject to, such as off-the-clock work and
20 meal and rest period policies and practices that do not comply with California law.

21 16. Upon information and belief, at all relevant times herein, DEFENDANTS shared
22 common management employees, owners, officers, and directors; DEFENDANTS used the same
23 employee handbook at all of their facilities; DEFENDANTS implemented uniform wage and
24 hour policies, practices, and procedures at all of their facilities, including, but not limited to the
25 same policies regarding hiring, firing, and training employees; DEFENDANTS used the same
26 employment application at all of their facilities; DEFENDANTS used the same new hire packets
27 and orientation process at all of their facilities; DEFENDANTS required PLAINTIFFS and other
28 CLASS MEMBERS to sign the same acknowledgments as part of PLAINTIFFS' and other

1 CLASS MEMBERS onboarding processes. Upon information and belief, at all relevant times
2 herein, DEFENDANTS shared overhead costs, assets, and annual revenues. Upon information
3 and belief, at all relevant times herein, DEFENDANTS commingled funds and other assets. Upon
4 information and belief, at all relevant times herein, DEFENDANTS received goods and services,
5 such as food and drink supplies, from the same businesses and vendors. Upon information and
6 belief, at all relevant times herein, DEFENDANTS shared the same agents for service of process.
7 Upon information and belief, DEFENDANTS share the same legal counsel. Upon information
8 and belief, at all relevant times herein, DEFENDANTS shared the same medical provider
9 network and workers' compensation insurance. All DEFENDANTS share the same owner and
10 share the same agent for service of process, Natthanin Yungvanitsait.

11 17. Upon information and belief, at all relevant times herein, DEFENDANTS had
12 such a unity of interest and ownership that their separate personalities no longer exist.

13 18. Upon information and belief, at all relevant times herein, DEFENDANTS
14 exercised control over the wages, hours, and/or working conditions of PLAINTIFFS and other
15 CLASS MEMBERS.

16 19. PLAINTIFF worked for DEFENDANTS at their University of Beer Vacaville
17 location, located at 196 Nut Tree Parkway, Suite F, Vacaville, California 95687. The entity listed
18 on PLAINTIFF's earning statements was "UOB OF VACAVILLE LLC." Accordingly,
19 PLAINTIFF was directly employed by Defendant UOB OF VACAVILLE LLC.

20 20. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
21 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
22 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
23 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
24 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
25 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
26 failing to properly maintain records; failing to provide accurate itemized statements for each pay
27 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
28 expenditures; and requiring, permitting or suffering the employees to work off the clock, in

1 violation of the California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

2 21. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
3 of the acts and omissions alleged herein were performed by, and/or attributable to, all
4 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
5 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
6 and scope of said agency, employment and/or direction and control.

7 22. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
8 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
9 provision regulating minimum wages or hours and days of work in any order of the Industrial
10 Welfare Commission, or Labor Code §§ 226, 226.7, 1193.6, 1194, or 2802.

11 23. As a direct and proximate result of the unlawful actions of DEFENDANTS,
12 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
13 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
14 Court.

15 **CLASS ACTION ALLEGATIONS**

16 24. This action is appropriately suited for a Class Action because:

17 a. The potential class is a significant number. Joinder of all current and former
18 employees individually would be impractical.

19 b. This action involves common questions of law and fact to the potential
20 class because the action focuses on DEFENDANTS’ systematic course of illegal payroll practices
21 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
22 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
23 business practices arising from such violations.

24 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
25 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
26 IWC wage order, and the Business and Professions Code.

27 d. PLAINTIFF is able to fairly and adequately protect the interests of all
28 members of the class because it is in her best interests to prosecute the claims alleged herein to

1 obtain full compensation due to them for all services rendered and hours worked.

2 **FIRST CAUSE OF ACTION**

3 **Failure to Provide Required Meal Periods**

4 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

5 **(Against all DEFENDANTS)**

6 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 26. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
10 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
11 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
12 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
13 § 226.7, 512 and IWC Order No. 5-2001, § 11.

14 27. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
15 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
16 not provided with a meal period, in accordance with the applicable wage order, one additional
17 hour of compensation at each employee's regular rate of pay for each workday that a meal period
18 was not provided.

19 28. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
20 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS
21 MEMBERS for all hours worked during their meal periods.

22 29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
23 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
24 earned and due, interest, penalties, expenses, and costs of suit.

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1 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
2 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
3 on the seventh consecutive day of work in any workweek.

4 36. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
6 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
9 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
10 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
11 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
12 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
13 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
14 properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate
15 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
16 discovered.

17 37. In violation of California law, DEFENDANTS have knowingly and willfully
18 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
19 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
20 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
21 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
22 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
23 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

24 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
25 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
26 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
27 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid
28 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,

1 expenses, and costs of suit.

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Pay Minimum Wages**

4 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

5 **(Against all DEFENDANTS)**

6 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 40. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
9 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
10 worked in a payroll period is unlawful.

11 41. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
12 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
13 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
14 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
15 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
16 worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to
17 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
18 period; and other methods to be discovered.

19 42. DEFENDANTS' conduct described herein violates California Labor Code §§
20 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
21 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
22 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
23 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
24 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
25 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 44. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 45. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 46. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 47. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 48. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Furnish Accurate Itemized Wage Statements**

4 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 51. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
9 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
10 writing showing each employee's gross wages earned, total hours worked, all deductions made,
11 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
12 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
13 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
14 § 226 and IWC Wage Order No. 5-2001, § 7.

15 52. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
16 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
17 statements in accordance with California Labor Code § 226(a).

18 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
20 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
21 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
22 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
23 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
24 California Labor Code § 226(e), as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

6 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 55. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 56. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for personal protective equipment, cell
15 phone usage, and other employment-related expenses, in violation of California Labor Code §
16 2802.

17 57. As a proximate result of DEFENDANTS' unlawful actions and omissions,
18 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
19 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
20 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
21 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
22 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
23 available remedies.

24 **EIGHTH CAUSE OF ACTION**

25 **Unfair and Unlawful Business Practices**

26 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

27 **(Against all DEFENDANTS)**

28 58. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 59. Each and every one of DEFENDANTS' acts and omissions in violation of the
3 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
4 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
5 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
6 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
7 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
9 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
11 under California Business and Professions Code § 17200 et seq.

12 60. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
15 CLASS MEMBERS.

16 61. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
17 rest periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 62. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
25 MEMBERS.

26 63. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5 **NINTH CAUSE OF ACTION**

6 **Representative Action for Civil Penalties**

7 **[Cal. Labor Code §§ 2698–2699.5]**

8 **(Against All DEFENDANTS)**

9 64. PLAINTIFF incorporates herein by specific reference as though fully set forth the
10 allegations in all preceding paragraphs, with exception of the allegations in paragraph 24 and the
11 subparagraphs thereto.

12 65. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
13 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
14 current and former employees of DEFENDANTS during the relevant statutory period pursuant to
15 the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and other
16 aggrieved employees were employed by DEFENDANTS and the alleged violations of the
17 California Labor Code were committed against PLAINTIFF and other aggrieved employees.

18 66. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
19 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
20 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
21 IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the
22 violations set forth above during the relevant statutory period, including but not limited to
23 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194,
24 1197, 1198, and 2802. PLAINTIFF and other aggrieved employees are also entitled to an award
25 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(k)(1).

26 67. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
27 April 15, 2025 by online filing to the California Labor and Workforce Development Agency
28 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California

1 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
2 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
3 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

4 68. Therefore, PLAINTIFF has complied with all of the requirements set forth in
5 California Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
8 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
9 and each of them, as follows:

- 10 1. For compensatory damages in an amount to be ascertained at trial;
- 11 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
12 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 13 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
14 and IWC Wage Order No. 5-2001;
- 15 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 16 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
17 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
18 from engaging in the unlawful business practices complained of herein;
- 19 6. For waiting time penalties pursuant to California Labor Code § 203;
- 20 7. For statutory and civil penalties according to proof, including but not limited to all
21 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 22 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
23 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
24 provision providing for pre-judgment interest;
- 25 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
26 §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable
27 provisions providing for attorneys' fees and costs;
- 28 10. For declaratory relief;

1 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
2 Seventh, and Eighth Causes of Action as a class action;

3 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF'S
4 counsel as class counsel; and

5 13. For such further relief that the Court may deem just and proper.

6
7 DATED: August 1, 2025

Respectfully submitted,

8 MATERN LAW GROUP, PC

9
10 By: 

MATTHEW J. MATERN

JULIA Z. WELLS

11 ANAHI C. CONTRERAS

12 Attorneys for Plaintiff

13 DEMETRIO RINCON TORRES,

individually, and on behalf of all others

14 similarly situated

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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: August 1, 2025

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

JULIA Z. WELLS

ANAHI C. CONTRERAS

Attorneys for Plaintiff

DEMETRIO RINCON TORRES,

individually, and on behalf of all others
similarly situated