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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RUFORD RESURRECCION, Individually,
and On Behalf of All Others Similarly
Situating,

Plaintiff,

v.

T. HASEGAWA USA INC., a California
Corporation; and DOES 1 through 100,
Inclusive,

Defendants.

Case No. 25STCV18179

FIRST AMENDED COMPLAINT

1. **Failure To Provide Meal Periods [Lab. Code §§ 226.7 and 512];**
2. **Failure To Authorize and Permit Rest Periods [Lab. Code § 226.7];**
3. **Failure To Furnish Complete and Accurate Wage Statements [Lab. Code § 226(a)];**
4. **Failure To Timely Pay Wages Upon Termination Or Resignation [Lab. Code §§ 201, 202, And 203];**
5. **Unfair Business Practices [Bus. & Prof. Code §§ 17200, *Et Seq.*]; and**
6. **Violation of the Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *Et Seq.*).**

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

07/25/2025

David W. Styrba, Executive Officer/Clerk of Court

By: M. Arellanes Deputy

1 Plaintiff RUFORD RESURRECCION (“Plaintiff”), individually, on behalf of himself and
2 all others similarly situated and aggrieved employees, hereby alleges the following facts and claims
3 against T. HASEGAWA USA INC. (“TH”) and DOES 1 through 100, inclusive (“Defendants”),
4 and respectfully requests a trial by jury of all issues and causes of action so triable:

5 **I. INTRODUCTION**

6 1. This class action and representative action complaint challenges Defendants’ past
7 and ongoing unlawful employment practices and policies on behalf of Plaintiff and similarly
8 situated current and former non-exempt employees of Defendants in California, whose rights
9 Defendants violated and continue to violate under California laws.

10 2. Specifically, with regard to Plaintiff and similarly situated current and former non-
11 exempt employees, Defendants have uniformly and systematically:

- 12 a. Failed and continue to fail to provide meal periods in violation of Labor Code
13 sections 226.7 and 512 and Section 11 of the IWC Wage Order(s);
- 14 b. Failed and continue to fail to authorize and permit all paid rest periods in
15 violation of Labor Code section 226.7 and Section 12 of the IWC Wage
16 Order(s);
- 17 c. Failed and continue to fail to furnish complete and accurate itemized wage
18 statements in violation of Labor Code section 226, subdivision (a) and Section
19 7 of the IWC Wage Order(s);
- 20 d. With regard to former non-exempt employees only, willfully failed and
21 continue to fail to pay, without abatement or reduction, all final wages owed in
22 accordance with Labor Code sections 201 and 202, in violation of Labor Code
23 section 203; and
- 24 e. Committed and continue to commit unfair business practices in violation of
25 California Business & Professions Code section 17200, *et seq.*

26 3. The acts complained of herein occurred, occur, and will occur, at least in part,
27 within the time period from four (4) years preceding the filing of the original Complaint herein, up
28 to and through the time of trial for this matter, although this should not automatically be

1 considered the statute of limitations for any cause of action herein.

2 4. As a result of the foregoing, Plaintiff seeks monetary damages, civil penalties,
3 injunctive relief, restitution, reasonable attorneys' fees, costs, and interest.

4 5. On May 20, 2025, Plaintiff submitted notice to the California Labor and Workforce
5 Development Agency ("LWDA"), identifying Defendants' alleged violations of California's
6 Labor Code together with facts and theories supporting the alleged violation, pursuant to Labor
7 Code 2699.3. Because the LWDA did not respond with advisement of its intent to investigate the
8 alleged violations within the requisite time, Plaintiff hereby files this First Amended Complaint to
9 also allege a representative action claim pursuant to the California Private Attorneys General Act
10 of 2004 (Cal. Lab. Code § 2698 *et seq.*) on behalf of the LWDA for Defendants' aggrieved
11 employees. PAGA permits an aggrieved employee to bring a lawsuit on behalf of herself and
12 other current and former non-exempt employees ("aggrieved employees") to recover civil
13 penalties for an employer's violation of the California Labor Code.

14 **II. PARTIES**

15 6. Plaintiff RUFORD RESURRECCION is an individual over the age of eighteen (18),
16 and is now and/or at all times mentioned in this Complaint a California citizen residing in Los
17 Angeles County, California. Plaintiff was employed by Defendants as a production technician at its
18 facilities located at 14047 183rd St, Cerritos, California 90703 from approximately 2023 through
19 April of 2025. At all times herein, Plaintiff was and is an "employee" as that term is used in the Labor
20 Code and IWC Wage Orders regulating wages, hours, and working conditions.

21 7. Plaintiff seeks the recovery alleged herein from Defendants because, at all times
22 while working for Defendants in his capacity as a non-exempt employee, Defendants:

- 23 a. Failed to provide meal periods in violation of Labor Code sections 226.7 and
24 512 and Section 11 of the IWC Wage Order(s);
- 25 b. Failed to authorize and permit all paid rest periods in violation of Labor Code
26 sections 226.7 and Section 12 of the IWC Wage Order(s);
- 27 c. Failed to furnish complete and accurate itemized wage statements in violation
28 of Labor Code section 226, subdivision (a), and Section 7 of the IWC Wage

Order(s);

- d. Violated Labor Code section 203 by willfully failing to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201 and 202; and
- e. Conducted unfair business practices in violation of Business & Professions Code section 17200, *et seq.*

8. Defendant T. HASEGAWA USA INC. (“TH”) is a California corporation headquartered in Los Angeles, California, and is registered with the California Secretary of State to do business within California. TH, at all relevant times herein, has conducted business within California, and is the owner and operator of an industry, business, and/or facility licensed to do business which develops and distributes custom flavors and fragrances for the food and beverage industry in the State of California. On information and belief, TH’S principle place of business is, as listed on the California Secretary of State’s website, 14017 E. 183rd Street, Cerritos, CA 90703. Defendant TH is an “employer” as that term is used in the Labor Code and IWC Wage Orders.

9. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on information and belief now, and/or at all times mentioned in this Complaint, licensed to do business and/or are actually doing business in California, including Los Angeles County, and each of the fictitiously named Defendants is responsible for the conduct alleged in this Complaint. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through 100, inclusive, and for that reason, DOES 1 through 100, inclusive, are sued under such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

10. Defendants, and each of them, are now, and/or at all times mentioned in this Complaint, in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

11. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

12. Defendants, and each of them, are now, and/or at all times mentioned herein, were the agents, servants, and/or employees of some or all other Defendants, or vice-versa, and in doing the things alleged in this Complaint, Defendants are now, and/or at all times mentioned in this Complaint, were acting within the course and scope of that agency, servitude, and/or employment.

13. Defendants, and each of them, are now, and/or at all times mentioned in this Complaint, were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

14. Defendants, and each of them, at all times mentioned in this Complaint, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

15. Defendants, and each of them, at all times mentioned in this Complaint, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

16. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages alleged in this Complaint.

III. JURISDICTION AND VENUE

17. The California Superior Court has jurisdiction in this matter pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” The statutes under which this action is brought do not specify any other specific basis for jurisdiction.

18. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19. The California Superior Court also has jurisdiction over Defendants because they are corporations, and/or entities, and/or persons with sufficient minimum contacts in California, are citizens of California, or otherwise intentionally availed themselves of the California market so as to

1 render the exercise of jurisdiction over them by the California courts consistent with traditional
2 notions of fair play and substantial justice.

3 20. Venue is proper in the Superior Court of California, County of Los Angeles, pursuant
4 to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5, in that
5 liability arose there because at least some of the acts and omissions that are the subject matter of this
6 Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts
7 business, exists, and/or has an agent therein.

8 **IV. GENERAL ALLEGATIONS**

9 21. Plaintiff, the class members, and aggrieved employees are current and former non-
10 exempt, hourly paid employees of Defendants and thus, have performed work for Defendants,
11 and/or on Defendants' behalf, in the State of California.

12 22. Plaintiff alleges that Defendants adopted and maintained uniform policies,
13 practices, and procedures governing the working conditions of, and payment of wages to,
14 Plaintiffs and the class members. As alleged below, Defendants' uniform policies, practices, and
15 procedures violated California's labor laws and constituted unfair, fraudulent, or illegal business
16 practices under Business & Professions Code section 17200 *et seq.*

17 23. During the relevant statutory period, Defendants failed to provide Plaintiff and their
18 non-exempt hourly employees with a meal period within five (5) hours of commencing work and a
19 second meal period within ten (10) hours of commencing work, as required by California law and
20 failed to pay meal period premiums for the incompassant meal periods. For example, Plaintiff was
21 unable to take meal periods on shifts where Defendants were understaffed and/or the demands of
22 work imposed on Plaintiff prevented him from taking his meal periods. Moreover, if Plaintiff was
23 able to take his meal periods, they were often interrupted and thus incompassant.

24 24. During the relevant statutory period, Defendants failed to relinquish control over
25 Plaintiff and their non-exempt employees to provide them with legally-compliant ten (10) minute
26 off-duty rest periods for every four (4) hours of work or major fraction thereof, as required by
27 California law, and failed to pay rest period premiums for the incompassant rest periods. Plaintiff
28 and other hourly non-exempt employees typically worked and work eight hours per day, and

1 Defendants' policies and practices routinely prevented and prevent them from taking the off-duty
2 ten minute rest periods they are entitled to by making non-exempt employees either miss their rest
3 periods altogether, work through their rest periods, take untimely rest periods, or take shortened
4 rest periods.

5 25. During the relevant statutory period, Defendants failed to properly accrue and
6 compensate Plaintiff and other non-exempt hourly employees for all vested sick time earned at the
7 correct accrual rates in accordance with their employment contracts and/or Defendants' policies
8 when they sought sick leave. For example, if Plaintiff and other non-exempt hourly employees
9 were paid sick pay, the amounts paid were incorrect because Defendants failed to incorporate all
10 remuneration paid, including but not limited to differential pay, when calculating the regular rate
11 of pay for sick time.

12 26. During the relevant statutory period, Defendants furnished wage statements to
13 provide Plaintiff and other non-exempt hourly employees that were non-compliant. For example,
14 Plaintiff's March 14, 2025 wage statement shows that he was paid sick time at his base rate of
15 \$22.00 an hour. This is incorrect because despite having been paid a shift differential at \$24.00 an
16 hour, Defendants failed to incorporate this into calculating his regular rate of pay for purposes of
17 sick time compensation. Additionally, as a result of the alleged violations discussed above,
18 Defendants furnished wage statements that failed to correctly show, among other items: (1) gross
19 wages earned, (2) all deductions, and (3) net wages earned.

20 27. During the relevant statutory period, Defendants failed to pay its former non-
21 exempt hourly employees all wages owed at the time of separation of employment. For example,
22 Plaintiffs' employment concluded on or around April of 2025 and has yet to receive all wage owed
23 as a result of the violations described above.

24 28. Plaintiff is informed and believes, and based thereon allege, that each and every
25 one of the acts and omissions alleged herein was performed by, and/or attributable to, Defendants
26 T. HASEGAWA USA INC. and/or DOES 1-100 acting as agents, and/or employees, and/or under
27 the direction and control of Defendants, and that said acts and failure to act were within the course
28 and scope of said agency, employment, and/or direction and control, and were committed

1 willfully.

2 29. As a direct and proximate result of Defendants' unlawful actions, Plaintiff and the
3 class members have suffered and continue to suffer from loss of earnings and penalties in amounts
4 as yet to be ascertained, but subject to proof at trial in amounts in excess of the minimum
5 jurisdiction of this Court.

6 **V. CLASS ACTION ALLEGATIONS**

7 30. Plaintiff brings this class action complaint against Defendants, individually, and on
8 behalf of all others similarly situated pursuant to Code of Civil Procedure section 382. This action
9 may be brought and properly maintained as a class action because as set forth herein, Plaintiff
10 satisfies the numerosity, adequacy, typicality, and commonality pre-requisites for suing as
11 representative parties pursuant to Code of Civil Procedure section 382.

12 31. Description of the Classes: The classes Plaintiff will seek to certify are currently
13 composed of and defined as follows:

- 14 a. All persons employed by Defendants as hourly non-exempt employees in the
15 state of California who, at any time from June 23, 2021 through the conclusion
16 of this action, were subject to Defendants' policies and practices regarding meal
17 periods (hereinafter, the "Meal Period Class");
- 18 b. All persons employed by Defendants as hourly non-exempt employees in the
19 state of California who, at any time from June 23, 2021 through the conclusion
20 of this action, were subject to Defendants' policies and practices regarding rest
21 periods (hereinafter, the "Rest Period Class");
- 22 c. All persons employed by Defendants as hourly non-exempt employees in the
23 state of California, who at any time from June 23, 2021 through the conclusion
24 of this action, were subject to Defendants' policies and practices regarding
25 wage statements (hereinafter, the "Wage Statement Class");
- 26 d. All persons employed by Defendants as hourly non-exempt employees in the
27 state of California who, at any time from June 23, 2022 through the conclusion
28 of this action, were subject to Defendants' policies and practices regarding final

1 payment of wages (hereinafter, the “Final Pay Class”);

2 32. Each of the aforementioned classes are referred to collectively herein as “the
3 Classes.”

4 33. As a consequence of obtaining information and documents through discovery in
5 this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the
6 Class(es) and/or add additional classes and/or subclasses. Plaintiff will formally define and
7 designate a class definition(s) at such time when Plaintiff seeks to certify the Classes alleged
8 herein.

9 34. Numerosity: The potential number of members of each Class alleged herein is so
10 numerous that joinder of all members is unfeasible and impractical. The exact quantity of
11 members in each Class and the identity of all members is readily ascertainable via inspection of
12 Defendant’s records.

13 35. Well-defined Community of Interest: Plaintiff also meets the established standards
14 for class certification, as follows:

- 15 a. Typicality: The claims of Plaintiff are typical of the claims of all members of
16 each Class he seeks to represent because all members of each Class sustained
17 injuries and damages arising out of Defendants’ common course of conduct in
18 violation of law and the injuries and damages of all members of each Class were
19 caused by Defendants’ wrongful conduct in violation of law, as alleged herein.
- 20 b. Adequacy: Plaintiff is an adequate representative of each Class he seeks to
21 represent and will fairly protect the interests of the members of each Class.
22 Plaintiff has no interest antagonistic to each Class and will vigorously pursue
23 favorable resolution of this suit on behalf of himself and members of each Class
24 via attorneys who are competent, skilled, and experienced in litigating class
25 actions.
- 26 c. Predominant Common Questions of Law and/or Fact: There are common
27 questions of law and/or fact as to each Class that predominate over questions
28 affecting only individual members of each Class, including, without limitation:

- i) Whether Defendants failed and continue to fail to provide all meal periods in violation of Labor Code sections 226.7 and 512 and the IWC Wage Order(s);
- ii) Whether Defendants failed and continue to fail to authorize and permit all paid rest periods in violation of Labor Code sections 226.7 and the IWC Wage Order(s);
- iii) Whether Defendants failed and continue to fail to provide complete and accurate itemized wage statements in violation of Labor Code section 226, subdivision (a);
- iv) With regard to Defendants' former non-exempt employees, whether Defendants have violated Labor Code section 203 by willfully failing to pay, without abatement or reduction, all final wages owed in accordance with Labor Code sections 201, 201.3, 201.5, 202, and 205.5;
- v) Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code section 17200, *et seq.*;
- vi) Whether members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- vii) Whether members of the Classes are entitled to injunctive relief;
- viii) Whether members of the Classes are entitled to restitution; and
- ix) Whether Defendants are liable for attorneys' fees and costs.

36. Superiority: The nature of this action and the nature of the laws available to Plaintiff and members of the Classes is such that a class action is not only superior to other methods, but also particularly efficient and appropriate to afford relief to Plaintiff and members of the Classes for the wrongs alleged herein, as follows:

- a. By allowing a method whereby claims of many individuals can be resolved at the same time, the class action device eliminates the possibility of repetitious

litigation, inconsistent rulings, and provides small claimants with the opportunity to redress for claims which would otherwise be too small to justify the filing of individual actions;

- b. This case involves a large corporate Defendant and a large number of individuals with many relatively small claims and common issues of law and fact;
- c. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendant would necessarily gain an unconscionable advantage because Defendant would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendant's vastly superior financial and legal resources;
- d. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by individual members of the Classes who would be disinclined to pursue an action against Defendant because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and wellbeing;
- e. Proof of a common business practice or factual pattern, of which members of the Classes experienced, is representative of the Classes herein and will establish the right of each member of the Classes to recover on the causes of action alleged herein.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(By Plaintiff, individually, and on behalf of the Meal Period Class against Defendant TH and DOES 1 to 100, inclusive)

37. Plaintiff incorporates by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

1 38. Labor Code section 226.7, subdivision (b), provides that “An employer shall not
2 require an employee to work during a meal or rest or recovery period mandated pursuant to an
3 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
4 Commission, the Occupational Safety and Health Standards Board, or the Division of
5 Occupational Safety and Health.”

6 39. Labor Code section 512 provides that “An employer may not employ an employee
7 for a work period of more than five hours per day without providing the employee with a meal
8 period of not less than 30 minutes, except that if the total work period per day of the employee is
9 no more than six hours, the meal period may be waived by mutual consent of both the employer
10 and employee. An employer may not employ an employee for a work period of more than 10
11 hours per day without providing the employee with a second meal period of not less than 30
12 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
13 may be waived by mutual consent of the employer and the employee only if the first meal period
14 was not waived.”

15 40. Labor Code section 516 provides that the Industrial Welfare Commission “May
16 adopt or amend working condition orders with respect to break periods, meal periods, and days of
17 rest for any workers in California consistent with the health and welfare of those workers.”

18 41. Section 11(A) of the IWC Wage Order(s) provides that “Unless the employee is
19 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
20 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
21 when the nature of the work prevents an employee from being relieved of all duty and when by
22 written agreement between the parties an on-the-job paid meal period is agreed to. The written
23 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

24 42. Section 11(B) of the IWC Wage Order(s) provides that “If an employer fails to
25 provide an employee a meal period in accordance with the applicable provisions of this order, the
26 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
27 compensation for each workday that the meal period is not provided.”

28 43. On one or more occasions, Plaintiff and members of the Meal Period Class worked

1 over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30)
2 minutes prior to exceeding five (5) hours of employment.

3 44. On information and belief, Plaintiff and members of the Meal Period Class did not
4 validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.

5 45. On information and belief, Plaintiff and members of the Meal Break Class did not
6 enter into any written agreement with Defendants agreeing to an on-the-job paid meal period.

7 46. As a matter of Defendants' established company policy, Defendants automatically
8 deduct 30 minutes from Plaintiff and other hourly non-exempt employees' time worked when
9 meal periods are not recorded irrespective of whether the meal period is taken or not and if it is
10 either taken late or is actually less than 30 minutes.

11 47. As a matter of Defendants' established company policy, Defendants failed to
12 comply with the meal period requirements established by Labor Code sections 226.7, 512, and
13 516, and Section 11 of the IWC Wage(s) by failing to provide Plaintiff and members of the Meal
14 Period Class with a first and a second legally compliant meal period.

15 48. Section 11(B) of the IWC Wage Order(s) and Labor Code section 226.7,
16 subdivision (c), provides that "If an employer fails to provide an employee a meal or rest or
17 recovery period in accordance with a state law, including, but not limited to, an applicable statute
18 or applicable regulation, standard, or order of the Industrial Welfare Commission, the
19 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
20 Health, the employer shall pay the employee one additional hour of pay at the employee's regular
21 rate of compensation for each workday that the meal or rest or recovery period is not provided."

22 49. As a matter of Defendants' established company policy, Defendants failed to
23 comply with the requirements of Section 11(B) of the IWC Wage Order(s) and Labor Code
24 section 226.7, subdivision (c), by failing to pay Plaintiff and members of the Meal Period Class
25 one additional hour of pay at each employee's regular rate of compensation for each workday that
26 a compliant meal period was not provided.

27 50. Therefore, Plaintiff and members of the Meal Period Class are entitled to damages
28 in an amount equal to one (1) additional hour of pay at each employee's regular rate of

1 compensation for each work day that a compliant meal period was not provided, in a sum to be
2 proven at trial.

3 51. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff,
4 individually, and on behalf of members of the Meal Period Class, seek recovery of pre-judgment
5 interest on all amounts recovered herein.

6 52. Pursuant to Labor Code section 218.5, Plaintiff, individually, and on behalf of
7 members of the Meal Period Class, request that the Court award reasonable attorneys' fees and
8 costs incurred in this action.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

11 **(By Plaintiff, individually, and on behalf of the Rest Period Class against**
12 **Defendant TH and DOES 1 to 100, inclusive)**

13 53. Plaintiff incorporates by reference and reallege each and every one of the
14 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
15 forth herein.

16 54. Labor Code section 226.7, subdivision (b), provides that "An employer shall not
17 require an employee to work during a meal or rest or recovery period mandated pursuant to an
18 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
19 Commission, the Occupational Safety and Health Standards Board, or the Division of
20 Occupational Safety and Health."

21 55. Labor Code section 516 provides that the Industrial Welfare Commission "May
22 adopt or amend working condition orders with respect to break periods, meal periods, and days of
23 rest for any workers in California consistent with the health and welfare of those workers."

24 56. Section 12(A) of the IWC Wage Order(s) provides that "Every employer shall
25 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
26 middle of each work period. The authorized rest period time shall be based on the total hours
27 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
28 thereof. However, a rest period need not be authorized for employees whose total daily work time

1 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
2 worked for which there shall be no deduction from wages.”

3 57. Section 12(B) of the IWC Wage Order(s) provides that “If an employer fails to
4 provide an employee a rest period in accordance with the applicable provisions of this order, the
5 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
6 compensation for each workday that the rest period is not provided.”

7 58. Plaintiff and members of the Rest Period Class often worked over three and one-
8 half (3 1/2) hours per shift and therefore were entitled to a rest period of not less than ten (10)
9 minutes prior to exceeding four (4) hours of employment, and additional rest periods of not less
10 than ten (10) minutes per four (4) hours worked or major fraction thereof. Upon information and
11 belief, Defendants’ policies and practices failed and fail to provide Plaintiff and class members
12 with off-duty net rest periods of at least ten (10) minutes for each four (4) hours worked, or major
13 fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on
14 workdays that Defendants failed to provide them with an opportunity to take rest periods.

15 59. As a matter of Defendants’ established company policy, Defendants failed to
16 authorize and permit required off-duty rest periods established by Labor Code sections 226.7 and
17 516 and Section 12 of the IWC Wage Order(s). Pursuant to *Augustus v. ABM Security Services,*
18 *Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their
19 employees of all duties and relinquish any control over how employees spend their break time.”

20 60. Section 12 of the IWC Wage Order(s) and Labor Code section 226.7, subdivision
21 (b), provides that “If an employer fails to provide an employee a meal or rest or recovery period in
22 accordance with a state law, including, but not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
24 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
25 pay the employee one additional hour of pay at the employee’s regular rate of compensation for
26 each workday that the meal or rest or recovery period is not provided.”

27 61. As a matter of Defendants’ policies and procedures, Defendants failed to comply
28 with the requirements of Section 12(B) of the IWC Wage Order(s) and Labor Code section 226.7,

1 subdivision (c), by failing to pay Plaintiff and members of the Rest Period Class one additional
2 hour of pay at each employee's regular rate of compensation for each workday that an off-duty
3 rest period was not provided.

4 62. Therefore, pursuant to Section 12 of the IWC Wage Order(s) and Labor Code
5 section 226.7, Plaintiffs and members of the Rest Period Class are entitled to damages in an
6 amount equal to one (1) additional hour of pay at each employee's regular rate of compensation
7 for each work day that a legally compliant rest period was not so provided.

8 63. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff,
9 individually, and on behalf of the Rest Period Class, seek recovery of pre-judgment interest on all
10 amounts recovered herein.

11 64. Pursuant to Labor Code section 218.5, Plaintiff, individually, and on behalf of the
12 Rest Period Class, request that the Court award reasonable attorneys' fees and costs incurred in
13 this action.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO TIMELY FURNISH COMPLETE AND ACCURATE**
16 **ITEMIZED WAGE STATEMENTS**

17 **(By Plaintiff, individually, and on behalf of the Wage Statement Class against**
18 **Defendant TH and DOES 1 to 100, inclusive)**

19 65. Plaintiff incorporates by reference and reallege each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 66. Labor Code section 226(a) states in pertinent part: "Every employer shall,
23 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
24 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
25 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
26 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
27 wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name
28 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
during each the pay period and the corresponding number of hours worked at each hourly rate by

1 the employee....”

2 67. As a pattern and practice, in violation of Labor Code section 226(a), Defendants
3 did not and still do not furnish each of the members of the Wage Statement Class with an accurate
4 itemized statement in writing correctly showing: (1) gross wages earned, (2) total hours worked by
5 the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and
6 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
7 that all deductions made on written orders of the employee may be aggregated and shown as one
8 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
9 the name of the employee and only the last four digits of his or her social security number or an
10 employee identification number other than a social security number, (8) the name and address of
11 the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in
12 subdivision (b) of Section 1682, the name and address of the legal entity that secured the services
13 of the employer, and (9) all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate by the employee.

15 68. As a pattern and practice, in violation of Labor Code section 226(a) and Section 7,
16 subdivision (A) of the IWC Wage Order(s), Defendants did not and do not maintain accurate
17 records pertaining to the total hours worked for Defendants by Plaintiff and members of the Wage
18 Statement Class, including but not limited to, gross wages earned, total hours worked by the
19 employee, all deductions, and net wages earned.

20 69. As of January 1, 2013, SB 1255 amended Labor Code section 226 to clarify that an
21 employee suffers injury if the employer fails to provide accurate and complete information as
22 required by any one or more items listed in Labor Code section 226(a)(1)-(9) and the employee
23 cannot promptly and easily ascertain requisite information without reference to other documents or
24 information.

25 70. Here, Plaintiff and members of the Wage Statement Class suffered injury because
26 Defendants failed to provide accurate and complete information as required by one or more items
27 listed in Labor Code section 226(a)(1)-(9) as set forth herein, and Plaintiff and members of the
28 Wage Statement Class could not and cannot promptly and easily ascertain requisite information

1 without reference to other documents or information.

2 71. In addition, Plaintiff and members of the Wage Statement Class have suffered
3 injury as a result of Defendants' failure to maintain accurate records in that Plaintiff and members
4 of the Wage Statement Class were not provided written accurate itemized statements showing all
5 requisite information as set forth herein in violation of Labor Code section 226 and Section 7,
6 subdivision (A) of the IWC Wage Order(s), such that Plaintiff and members of the Wage
7 Statement Class were misled by Defendants as to the correct information regarding the various
8 items, including but not limited to, the total hours worked by the employee, gross wages earned,
9 net wages earned, all deductions, all applicable hourly rates in effect during the pay period, and
10 the corresponding number of hours worked at each hourly rate.

11 72. The actual injuries suffered by Plaintiff and members of the Wage Statement Class
12 as a result of Defendants' knowing and intentional failure to maintain accurate records include but
13 are not limited to:

- 14 a. Confusion over whether they received all wages owed them by Defendants;
- 15 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 16 c. Being forced to engage in mathematical computations to analyze whether
17 Defendants' wages in fact compensated for all hours worked;
- 18 d. The inability to accurately calculate wage rates complicated by the fact that
19 wage statement information required by Labor Code section 226 is missing;
- 20 e. That such practice prevents Plaintiff and members of the Classes from being
21 able to effectively challenge information on their wage statements; and/or
- 22 f. The difficulty and expense of filing and maintaining this lawsuit, and the
23 discovery required to collect and analyze the very information that California
24 law requires.

25 73. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and members of the
26 Wage Statement Class are entitled to fifty dollars (\$50.00) per individual employee for the initial
27 pay period in which a violation hereunder occurred and one hundred dollars (\$100.00) per
28 individual employee for each violation in a subsequent pay period, not exceeding an aggregate

1 penalty of four thousand dollars (\$4,000.00) per individual employee.

2 74. Pursuant to Labor Code section 226, subdivision (g), currently-employed members
3 of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance
4 with Labor Code section 226.

5 75. Pursuant to Labor Code section 226, subdivisions (e) and/or (g), Plaintiff and
6 members of the Wage Statement Class are also entitled to an award of costs and reasonable
7 attorneys' fees.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATIONS OF LABOR CODE §§ 201, 202, 203**

10 **(By Plaintiff, individually, and on behalf of the Final Pay Class against**
11 **Defendant TH and DOES 1 to 100, inclusive)**

12 76. Plaintiff incorporates by reference and reallege each and every one of the
13 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
14 forth herein.

15 77. Labor Code section 203 provides that if an employer willfully fails to pay, without
16 abatement or reduction, in accordance with Labor Code sections 201 and 202, any wages of an
17 employee who is discharged or who quits, the wages of the employee shall continue at the same
18 rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is
19 commenced.

20 78. Defendants have a consistent and uniform policy, practice, and procedure of
21 willfully failing to pay the earned wages of Defendants' former employees according to
22 amendment or proof.

23 79. Defendants willfully failed to pay Plaintiff and members of the Final Pay Class that
24 are former employees their entire wages due and owing at the time of their termination or within
25 seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days
26 thereafter.

27 80. Defendants' willful failure to pay wages to Plaintiff and members of the Final Pay
28 Class that are former employees violates Labor Code section 203 because Defendants knew or

1 should have known such wages were due, but Defendants failed to pay them.

2 81. Thus, Plaintiff and members of the Final Pay Class are entitled to recovery
3 pursuant to Labor Code section 203.

4 **FIFTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 **(By Plaintiff, individually, and on behalf of the Classes against**
7 **Defendant TH and DOES 1 to 100, inclusive)**

8 82. Plaintiff incorporates by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 83. Business & Professions Code section 17200 provides in pertinent part “unfair
12 competition shall mean and include any unlawful, unfair or fraudulent business act or practice.”

13 84. Defendants are a “person” as defined under Business & Professions Code section
14 17201.

15 85. Business & Professions Code section 17204 provides that an action for any relief
16 from unfair competition may be prosecuted by any person who has suffered injury in fact and has
17 lost money or property as a result of such unfair competition.

18 86. Business & Professions Code section 17205 provides that unless otherwise
19 expressly provided, the remedies or penalties provided for unfair competition “are cumulative to
20 each other and to the remedies or penalties available under all other laws of this state.”

21 87. Defendants have engaged in unlawful, unfair, and fraudulent business acts or
22 practices prohibited by Business & Professions Code section 17200, including those set forth in
23 the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiff and members
24 of the Classes of the minimum working standards and conditions due to them under the Labor
25 Code and/or the IWC Wage Orders, as specifically described herein.

26 88. Defendants have engaged in unfair business practices in California by practicing,
27 employing, and utilizing the employment practices outlined in the preceding paragraphs,
28 specifically, by requiring employees to perform the labor services complained of herein without

1 the requisite compensation.

2 89. Defendants' use of such practices constitutes an unfair business practice, unfair
3 competition, and provides an unfair advantage over Defendants' competitors.

4 90. Plaintiff and members of the Classes have suffered injury in fact and have lost
5 money or property as a result of such unfair competition.

6 91. Plaintiff, individually, and on behalf of members of the Classes, seek full restitution
7 from Defendants, as necessary and according to proof, to restore any and all monies withheld,
8 acquired, and/or converted by Defendants by means of the unfair practices complained of herein.

9 92. Further, if Defendants are not enjoined from the conduct set forth above,
10 Defendants will continue to practice, employ, and utilize the employment practices outlined in the
11 preceding paragraphs.

12 93. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
13 injunction prohibiting Defendants from engaging in the foregoing conduct.

14 94. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total
15 monetary relief sought from Defendant.

16 **SIXTH CAUSE OF ACTION**

17 **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

18 **(By Plaintiff, as an aggrieved employee and on behalf of the LWDA for all Aggrieved
19 Employees against Defendant TH and DOES 1 to 100, inclusive)**

20 95. Plaintiff incorporates by reference and realleges each and every one of the
21 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
22 forth herein.

23 96. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
24 applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through
25 a representative action on behalf of all aggrieved employees that work or worked for Defendants
26 during the relevant time period.

27 97. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
28 action is not subject to the formalities required of a class action and class certification of PAGA

1 claims is not required.

2 98. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section
3 2699(c) because he was employed by Defendants during the applicable statutory period and
4 suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited
5 to represent the interests of all other aggrieved employees in in this PAGA representative action.

6 99. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
7 penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce
8 Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of
9 employers and employees about their rights and responsibilities under this code, and twenty-five
10 percent (25%) shall be distributed to the aggrieved employees.

11 100. Plaintiff’s representative action alleges violations of certain Labor Code sections
12 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
13 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

14 101. On May 20, 2025, Plaintiff complied with Labor Code section 2699.3(a) by
15 electronically filing written notice with the LWDA upon the LWDA regarding the specific
16 provisions of the Labor Code alleged to have been violated by Defendants and Plaintiff’s intent to
17 pursue civil penalties against Defendants on behalf of aggrieved employees pursuant to PAGA.
18 Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s notice letter.

19 102. Labor Code section 2699.3(a) provides in pertinent part that: “The agency shall
20 notify the employer and the aggrieved employee or representative by certified mail that it does not
21 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
22 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
23 of the postmark date of the notice given... the aggrieved employee may commence a civil action
24 pursuant to Section 2699.” More than sixty-five calendar days have passed since Plaintiff served
25 notice upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to
26 investigate Plaintiff’s claims. Accordingly, Plaintiff exhausted his obligation to provide
27 administrative notice and is authorized to commence this representative action seeking civil
28 penalties on behalf of himself and all other aggrieved employees of Defendants.

1 103. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
2 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
3 divisions, commissions, boards, agencies or employees for violation of the code may, as an
4 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
5 himself and other current or former employees pursuant to the procedures specified in Labor Code
6 section 2699.3.

7 104. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
8 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
9 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
10 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
11 subsequent violation.

12 105. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of himself and
13 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 201,
14 202, 203, 204, 226, 226.7, 246, 248.2, 248.5, 512, 1194, 1197, 1198, and 1199 during the statutory
15 period as set forth below.

16 106. For violations of Labor Code section 201, 202, 203, 226.7, 246, 248.2, 248.5, 512,
17 1194, 1197 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred
18 dollars (\$100) for each aggrieved employee per pay period for each initial violation and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

20 107. For violations of Labor Code section 204, Labor Code section 210 imposes a civil
21 penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation that
22 was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved employee,
23 for each subsequent violation, regardless of whether the subsequent violation was willful or
24 intentional.

25 108. For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a
26 civil penalty, in addition to any other penalty provided by law, of two hundred fifty dollars (\$250)
27 per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
28 employee for each subsequent violation.

1 109. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and
2 all other aggrieved employees an opportunity to take timely off-duty and uninterrupted thirty
3 minute meal periods for every five hours worked, including timely off-duty and uninterrupted
4 thirty minute long meal periods before the end of the fifth hour of work, and by failing to pay a
5 premium wage equivalent to an additional hour of pay at the regular rate of pay for each day a
6 compliant meal period was not provided. Thus, pursuant to Labor Code section 2699(f)(2),
7 Defendants are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved
8 employee per pay period for the initial violation, and two hundred dollars (\$200) for each
9 aggrieved employee per pay period for each subsequent violation.

10 110. Defendants violated Labor Code section 226.7 by denying Plaintiff and all other
11 aggrieved employees of Defendants a ten minute off-duty rest period for every four hours worked,
12 or major fraction thereof, and by failing to provide a premium wage equivalent to an additional
13 hour of pay at the regular rate of pay for each workday that a compliant rest period was not
14 provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
15 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
16 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
17 subsequent violation.

18 111. Defendants violated Labor Code sections 246 and 248 by willfully failing to
19 properly compensate Plaintiff and aggrieved employees for all vested sick time earned at the
20 correct accrual rates in accordance with their employment contracts and/or Defendants' policies
21 when they sought sick leave. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
22 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
23 period for the initial violation of these sections, and two hundred dollars (\$200) for each aggrieved
24 employee per pay period for each subsequent violation.

25 112. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and
26 aggrieved employees with accurate itemized wage statements correctly identifying, among other
27 things, the total hours worked, wages earned, the correct amount of net wages earned, and the
28 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor

1 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
2 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
3 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
4 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
5 subsequent citation.

6 113. Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to
7 timely pay Plaintiff and aggrieved employees all wages owed upon separation of employment by
8 failing to pay all sick pay, and Defendants' failure to pay meal and rest period premium wages
9 owed. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty
10 of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
11 of these sections, and two hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation.

13 114. At all material times, Defendants were Plaintiff and all other aggrieved employees'
14 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
15 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
16 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
17 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
18 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
19 provided by law.

20 115. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
21 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
22 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
23 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
24 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
25 worked, or major fraction thereof, as alleged herein.

26 116. Defendants violated Labor Code section 1198 by failing to comply with the
27 maximum hours of work and the standards conditions of labor fixed by the IWC under the "Hours
28 and Days of Work", the "Meal Period", the "Rest Period" and "Record" sections of the applicable

IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods premium wages, failing to provide compliant rest periods, failing to pay rest period premium wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon separation of employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

That the Court issue an Order certifying the Classes herein, appointing Plaintiff as the representative of all others similarly situated, and appointing the law firm representing Plaintiff as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Provide Meal Periods:

a. For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a full meal period was not provided;

b. For pre-judgment interest as authorized by Labor Code section 218.6 and Civil Code section 3287;

c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5;

As to the Second Cause of Action for Failure to Provide Rest Periods:

d. For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a full rest period was not provided;

e. For pre-judgment interest as authorized by Labor Code section 218.6 and Civil Code section 3287;

f. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5;

As to the Third Cause of Action for Failure to Provide Complete and Accurate Itemized Wage Statements:

g. For recovery as authorized by Labor Code section 226(e);

h. For an award of costs and reasonable attorneys' fees pursuant to Labor Code section 226, subdivision (e) and/or subdivision (g);

As to the Fourth Cause of Action for Violations of Labor Code section 203:

i. For recovery as authorized by Labor Code section 203;

As to the Fifth Cause of Action for Unfair Business Practices:

j. For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

k. For an Order requiring Defendants to identify each of the members Classes by name, home address, and home telephone number;

l. For an Order requiring Defendants to make full restitution and payment pursuant to California law;

m. For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

n. For all other appropriate injunctive, declaratory and equitable relief;

o. For interest to the extent permitted by law;

p. For an award of attorneys' fees and costs incurred in the investigation, filing, and prosecution of this action pursuant to Code of Civil Procedure section 1021.5, Business & Professions Code section 17200, *et seq.*, Labor Code section 1194 and/or any other applicable provision of law;

As to the Sixth Cause of Action for Violation of PAGA:

For all civil penalties authorized by Labor Code section 2698, *et seq.*;

q. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation;

r. For civil penalties under Labor Code section 210 in the amount of one hundred dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful

1 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
2 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
3 subsequent violation, regardless of whether the subsequent violation was willful or intentional;

4 s. For civil penalties under Labor Code section 2699(f), for Labor Code violations
5 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
6 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
7 aggrieved employee per pay period for each subsequent violation;

8 t. For civil penalties under Labor Code section 558, as follows: (1) for an initial
9 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
10 employee was underpaid; and (2) for each subsequent violation, one hundred dollars (\$100) for
11 each underpaid employee for each pay period for which the employee was underpaid;

12 u. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
13 section 2699(g)(1), or other applicable laws, and pre-judgment and post-judgment interest as
14 provided by law;

15 As to All Causes of Action:

16 v. For such relief as this Court may deem just and proper, including reasonable
17 attorneys' fees and costs incurred.

18
19 DATED: July 25, 2025

BOUCHER LLP

20
21 By:


RAYMOND P. BOUCHER
ALEXANDER GAMEZ

Attorneys for Plaintiff Ruford Resurreccion

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims alleged in Plaintiff's Complaint to the fullest extent authorized by law.

DATED: July 25, 2025

BOUCHER LLP

By:


RAYMOND P. BOUCHER
ALEXANDER GAMEZ

Attorneys for Plaintiff Ruford Resurreccion

EXHIBIT 1

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

May 20, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

T. Hasegawa USA Inc.
c/o Agent for Service of Process
Attn: Theodore J. Roper
1100 Glendon Ave, 15th Floor
Los Angeles, CA 90024

Re: *Ruford Resurreccion v. T. Hasegawa USA Inc., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Mr. Ruford Resurreccion as proxy for the Labor and Workforce Development Agency (“LWDA”) on behalf of all non-exempt aggrieved employees employed by T. Hasegawa USA Inc. (“TH”), in California during the statutory period.

TH develops and distributes custom flavors and fragrances for the food and beverage industry. Mr. Resurreccion was employed by TH as a production technician at its facilities located at 14047 183rd St, Cerritos, California 90703 from approximately 2023 through April of 2025. Pursuant to California law, TH has at all relevant times been Mr. Resurreccion’s employer during the statutory period.

In her representative action, Mr. Resurreccion will seek civil penalties pursuant to PAGA as a result of TH’s failure to: (1) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (2) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (3) provide paid sick time payment for sick leave (Lab. Code §§ 246, 248.2, 248.5); (4)

furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (5) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on-duty” meal period and counted as time worked. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the

parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer's regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, TH failed and fail to provide Mr. Resurreccion and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, Mr. Resurreccion was unable to take meal periods on shifts where TH was understaffed and/or the demands of work imposed on Mr. Resurreccion and aggrieved employees prevented them from taking their meal periods. Moreover, if Mr. Resurreccion and aggrieved employees were able to take their meal periods, they were often interrupted and thus noncompliant.

Accordingly, Mr. Resurreccion, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time."

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, TH's policies and practices failed and fail to provide Mr. Resurreccion and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, Mr. Resurreccion was unable to take rest periods on shifts where TH was understaffed and/or the demands of work imposed on Mr. Resurreccion and aggrieved employees prevented them from taking their rest periods. Moreover, if Mr. Resurreccion and aggrieved employees were able to take their rest periods, they were often interrupted and thus noncompliant.

Accordingly, Mr. Resurreccion, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE PAYMENT FOR SICK LEAVE

(Labor Code §§ 246, 248.5, 2699)

Labor Code section 246(a)(1) provides that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code section 246(b)(1) provides that an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment, subject to the use and accrual limitations set forth in this section.

Labor Code section 246(n) provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

Labor Code section 248.5(a)(2) states that if paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.

Upon information and belief, Mr. Resurreccion and aggrieved employees accrued sick time throughout their employment, but TH failed to properly accrue and compensate them for all vested sick time earned at the correct accrual rates in accordance with their employment contracts and/or TH's policies when they sought sick leave. For example, if Mr. Resurreccion and aggrieved employees were paid sick pay, the amounts paid were incorrect because TH failed to incorporate all remuneration paid, including but not limited to differential pay, when calculating the regular rate of pay for sick time.

Accordingly, Mr. Resurreccion, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Mr. Resurreccion and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. For example, Mr. Resurreccion's March 14, 2025 wage statement shows that he was paid sick time at his base rate of \$22.00 an hour. This is incorrect because despite having been paid a shift differential at \$24.00 an hour, TH failed to incorporate this into calculating his regular rate of pay for purposes of sick time compensation. Additionally, as a result of the alleged violations discussed above, TH furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Mr. Resurreccion on behalf of himself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT
(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, TH willfully failed and fail to provide aggrieved employees all wages due and owed upon separation of employment. By furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Defendants violated Labor Code sections 201 or 202.

Accordingly, Mr. Resurreccion on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

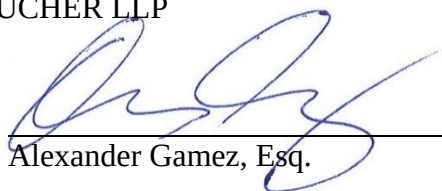
As set forth above, TH failed to pay all overtime compensation and provide Mr. Resurreccion and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Mr. Resurreccion, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Mr. Resurreccion's employment with TH, including wage statements and Mr. Resurreccion's confirmation of TH's unlawful practices and policies. As a result of the foregoing violations, Mr. Resurreccion is entitled to file a Complaint and invoke the protections of the Act. Mr. Resurreccion has placed TH on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: 

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cc via email:

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PROOF OF SERVICE

Resurreccion v. T. Hasegawa USA Inc.
Case No. 25STCV18179

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

On July 25, 2025, I served true copies of the following document(s) described as **FIRST AMENDED COMPLAINT** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address yue@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 25, 2025, at Woodland Hills, California.


Tricia Yue

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SERVICE LIST
Resurreccion v. T. Hasegawa USA Inc.
Case No. 25STCV18179

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