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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

SECOND AMENDED COMPLAINT

1. **Failure To Pay For All Hours Worked** [Lab. Code §§ 1194, 1197, 1198, And 1199];
2. **Failure To Pay Overtime Compensation** [Lab. Code § 510];
3. **Failure To Provide Meal Periods** [Lab. Code §§ 226.7 and 512];
4. **Failure To Authorize and Permit Rest Periods** [Lab. Code § 226.7];
5. **Failure To Furnish Complete and Accurate Wage Statements** [Lab. Code § 226(a)];
6. **Failure To Timely Pay Wages Upon Termination Or Resignation** [Lab. Code §§ 201, 202, And 203];
7. **Unfair Business Practices** [Bus. & Prof. Code §§ 17200, *Et Seq.*]; and
8. **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

07/30/2026

David W. Slayton, Executive Officer / Clerk of Court

By: C. Cervantes 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 to pay all wages owed in violation of Labor Code sections 1194 and
13 1197 and Section 4 of the IWC Wage Order(s);
- 14 b. Failed and continue to fail to pay all overtime compensation owed for time
15 worked in excess of either eight hours in one work day or forty hours in one
16 work week in violation of Labor Code section 510 and Section 3 of the
17 applicable IWC Wage Order(s);
- 18 c. Failed and continue to fail to provide meal periods in violation of Labor Code
19 sections 226.7 and 512 and Section 11 of the IWC Wage Order(s);
- 20 d. Failed and continue to fail to authorize and permit all paid rest periods in
21 violation of Labor Code section 226.7 and Section 12 of the IWC Wage
22 Order(s);
- 23 e. Failed and continue to fail to furnish complete and accurate itemized wage
24 statements in violation of Labor Code section 226, subdivision (a) and Section
25 7 of the IWC Wage Order(s);
- 26 f. With regard to former non-exempt employees only, willfully failed and
27 continue to fail to pay, without abatement or reduction, all final wages owed in
28 accordance with Labor Code sections 201 and 202, in violation of Labor Code

1 section 203; and

2 g. Committed and continue to commit unfair business practices in violation of
3 California Business & Professions Code section 17200, *et seq.*

4 3. The acts complained of herein occurred, occur, and will occur, at least in part,
5 within the time period from four (4) years preceding the filing of the original Complaint herein, up
6 to and through the time of trial for this matter, although this should not automatically be
7 considered the statute of limitations for any cause of action herein.

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

10 5. On May 20, 2025 and April 28, 2026, Plaintiff submitted notice to the California
11 Labor and Workforce Development Agency ("LWDA"), identifying Defendants' alleged
12 violations of California's Labor Code together with facts and theories supporting the alleged
13 violation, pursuant to Labor Code 2699.3. Because the LWDA did not respond with advisement of
14 its intent to investigate the alleged violations within the requisite time, Plaintiff alleges in this
15 Second Amended Complaint a representative action claim pursuant to the California Private
16 Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) on behalf of the LWDA and all
17 aggrieved employees. As used herein, "aggrieved employees" means all current and former non-
18 exempt employees of Defendants who worked in California, whether employed by Defendants
19 directly or through staffing agencies, and who suffered one or more of the Labor Code violations
20 alleged herein.

21 **II. PARTIES**

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

28 7. Plaintiff seeks the recovery alleged herein from Defendants because, at all times

1 while working for Defendants in his capacity as a non-exempt employee, Defendants:

- 2 a. Failed to pay all wages owed in violation of Labor Code sections 1194 and
- 3 1197 and Section 4 of the IWC Wage Order(s);
- 4 b. Failed to pay all overtime compensation owed for time worked in excess of
- 5 either eight hours in one work day or forty hours in one work week in violation
- 6 of Labor Code section 510 and Section 3 of the IWC Wage Order(s);
- 7 c. Failed to provide meal periods in violation of Labor Code sections 226.7 and
- 8 512 and Section 11 of the IWC Wage Order(s);
- 9 d. Failed to authorize and permit all paid rest periods in violation of Labor Code
- 10 sections 226.7 and Section 12 of the IWC Wage Order(s);
- 11 e. Failed to furnish complete and accurate itemized wage statements in violation
- 12 of Labor Code section 226, subdivision (a), and Section 7 of the IWC Wage
- 13 Order(s);
- 14 f. Violated Labor Code section 203 by willfully failing to pay, without abatement
- 15 or reduction, all final wages owed in accordance with Labor Code sections 201
- 16 and 202; and
- 17 g. Conducted unfair business practices in violation of Business & Professions
- 18 Code section 17200, *et seq.*

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

27 9. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
28 information and belief now, and/or at all times mentioned in this Complaint, licensed to do

1 business and/or are actually doing business in California, including Los Angeles County, and each
2 of the fictitiously named Defendants is responsible for the conduct alleged in this Complaint.
3 Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of
4 DOES 1 through 100, inclusive, and for that reason, DOES 1 through 100, inclusive, are sued
5 under such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will seek
6 leave of court to amend this Complaint to allege such names and capacities as soon as they are
7 ascertained.

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

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

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

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

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

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

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

1 causing the damages alleged in this Complaint.

2 **III. JURISDICTION AND VENUE**

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

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

10 19. The California Superior Court also has jurisdiction over Defendants because they are
11 corporations, and/or entities, and/or persons with sufficient minimum contacts in California, are
12 citizens of California, or otherwise intentionally availed themselves of the California market so as to
13 render the exercise of jurisdiction over them by the California courts consistent with traditional
14 notions of fair play and substantial justice.

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

20 **IV. GENERAL ALLEGATIONS**

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

24 22. During the relevant statutory period, Defendants employed Plaintiff, the class
25 members, and aggrieved employees both directly and through temporary staffing agencies. On
26 information and belief, with respect to individuals placed to work for Defendants by staffing
27 agencies, Defendants jointly employed such individuals in that Defendants exercised control over
28 their wages, hours, and/or working conditions, and/or suffered or permitted them to work, and all

1 such individuals were subject to the same uniform policies, practices, and procedures alleged
2 herein.

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

8 24. During the relevant statutory period, Defendants failed to pay Plaintiff and their
9 non-exempt hourly employees all wages including all overtime compensation owed for time
10 worked in excess of either eight hours in one work day or forty hours in one work week.
11 Defendants failed to incorporate all remuneration paid, including but not limited to shift
12 differential pay, bonuses, and incentive pay, when calculating the regular rate of pay for overtime
13 purposes.

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

21 26. During the relevant statutory period, Defendants failed to relinquish control over
22 Plaintiff and their non-exempt employees to provide them with legally-compliant ten (10) minute
23 off-duty rest periods for every four (4) hours of work or major fraction thereof, as required by
24 California law, and failed to pay rest period premiums for the incompassant rest periods. Plaintiff
25 and other hourly non-exempt employees typically worked and work eight hours per day, and
26 Defendants' policies and practices routinely prevented and prevent them from taking the off-duty
27 ten minute rest periods they are entitled to by making non-exempt employees either miss their rest
28 periods altogether, work through their rest periods, take untimely rest periods, or take shortened

1 rest periods.

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

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

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

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

27 31. As a direct and proximate result of Defendants' unlawful actions, Plaintiff and the
28 class members have suffered and continue to suffer from loss of earnings and penalties in amounts

1 as yet to be ascertained, but subject to proof at trial in amounts in excess of the minimum
2 jurisdiction of this Court.

3 **V. CLASS ACTION ALLEGATIONS**

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

9 33. Description of the Classes: The classes Plaintiff will seek to certify are currently
10 composed of and defined as follows:

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

subject to Defendants’ policies and practices regarding wage statements
(hereinafter, the “Wage Statement Class”);

- e. All persons employed by Defendants, and/or employed by Defendants through staffing agencies, as hourly non-exempt employees in the state of California who, at any time from June 23, 2022 through the conclusion of this action, were subject to Defendants’ policies and practices regarding final payment of wages (hereinafter, the “Final Pay Class”);

34. Each of the aforementioned classes are referred to collectively herein as “the Classes.”

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

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

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

- a. Typicality: The claims of Plaintiff are typical of the claims of all members of each Class he seeks to represent because all members of each Class sustained injuries and damages arising out of Defendants’ common course of conduct in violation of law and the injuries and damages of all members of each Class were caused by Defendants’ wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff is an adequate representative of each Class he seeks to represent and will fairly protect the interests of the members of each Class. Plaintiff has no interest antagonistic to each Class and will vigorously pursue

1 favorable resolution of this suit on behalf of himself and members of each Class
2 via attorneys who are competent, skilled, and experienced in litigating class
3 actions.

- 4 c. Predominant Common Questions of Law and/or Fact: There are common
5 questions of law and/or fact as to each Class that predominate over questions
6 affecting only individual members of each Class, including, without limitation:
- 7 i) Whether Defendants failed and continue to fail to pay all wages
8 owed due in violation of Labor Code sections 1194 and 1197 and
9 the IWC Wage Order(s);
 - 10 ii) Whether Defendants failed and continue to fail to pay all overtime
11 compensation in violation of Labor Code section 510 and the IWC
12 Wage Order(s);
 - 13 iii) Whether Defendants failed and continue to fail to provide all meal
14 periods in violation of Labor Code sections 226.7 and 512 and the
15 IWC Wage Order(s);
 - 16 iv) Whether Defendants failed and continue to fail to authorize and
17 permit all paid rest periods in violation of Labor Code sections
18 226.7 and the IWC Wage Order(s);
 - 19 v) Whether Defendants failed and continue to fail to provide
20 complete and accurate itemized wage statements in violation of
21 Labor Code section 226, subdivision (a);
 - 22 vi) With regard to Defendants' former non-exempt employees,
23 whether Defendants have violated Labor Code section 203 by
24 willfully failing to pay, without abatement or reduction, all final
25 wages owed in accordance with Labor Code sections 201, 201.3,
26 201.5, 202, and 205.5;
 - 27 vii) Whether Defendants' conduct constitutes unfair competition
28 within the meaning of Business & Professions Code section

17200, *et seq.*;

- viii) Whether members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- ix) Whether members of the Classes are entitled to injunctive relief;
- x) Whether members of the Classes are entitled to restitution; and
- xi) Whether Defendants are liable for attorneys' fees and costs.

38. 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 PAY ALL WAGES

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

39. 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.

40. Labor Code section 1194, subdivision (a), states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

41. Further, pursuant to Labor Code section 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

42. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

43. Pursuant to the IWC Wage Order(s), Defendants are required to pay Plaintiff and members of the Wage Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

44. Defendants, as a matter of established company policy and procedure, consistently administered a uniform company policy and practice of failing to pay Plaintiff and members of the

1 Wage Class for performance of all work-related tasks.

2 45. Because Defendants required Plaintiff and members of the Wage Class to remain
3 under Defendants' control without paying therefore, this resulted in Plaintiff and members of the
4 Wage Class earning less than the legal minimum wage in the State of California.

5 46. Defendants' pattern, practice and uniform administration of corporate policy
6 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,
7 pursuant to Labor Code section 218, to recovery by Plaintiff and members of the Wage Class, in a
8 civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate
9 rate.

10 47. Further, Defendants' pattern and practice in uniform administration of corporate
11 policy regarding Defendants' failure to pay the legal minimum wage to Plaintiff and members of
12 the Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code
13 section 1194(a), to recovery by Plaintiff and members of the Wage Class, in a civil action, for the
14 unpaid balance of the full amount of the unpaid minimum wages owed calculated as the difference
15 between the straight time compensation paid and the applicable minimum wage (and/or the full
16 amount of unpaid overtime compensation, which includes any unpaid straight time and unpaid
17 overtime premium for overtime hours worked), including interest thereon.

18 48. Pursuant to Labor Code section 1194.2, subdivision (a), which provides that in any
19 action under Labor Code section 1194, an employee shall be entitled to recover liquidated damages,
20 Plaintiff, individually, and on behalf of members of the Wage Class, seeks recovery of liquidated
21 damages on the straight-time portion of uncompensated hours of work (not including the overtime
22 portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

23 49. Pursuant to Labor Code section 218.6, Labor Code section 1194, subdivision (a), and
24 Civil Code section 3287, Plaintiff, individually, and on behalf of members of the Wage Class, seeks
25 recovery of pre-judgment interest on all amounts recovered herein.

26 50. Pursuant to Labor Code section 218.5 and/or Labor Code section 1194, Plaintiff,
27 individually, and on behalf of members of the Wage Class, requests that the Court award
28 reasonable attorneys' fees and costs incurred in this action.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME COMPENSATION

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

51. 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.

52. California Labor Code section 510 provides non-exempt employees, including Plaintiff and members of the Wage Class, the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

53. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons, such as Plaintiff and members of the Wage Class, without compensating them at a rate of pay either one-and-one-half times or twice that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

54. Upon information and belief, as a matter of policy and practice across Defendants' locations in California, Defendants consistently administered a uniform company policy and practice of requiring Plaintiff and members of the Wage Class to work in excess of 8 hours per day or 40 hours per week.

55. Defendants, as a matter of established company policy and procedure, consistently administered a uniform company policy and practice of failing to pay all overtime compensation.

56. Because Defendants required Plaintiff and members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in Plaintiff and members of the Wage Class earning less than the legal minimum wage in the State of California.

57. As a result of Defendants' conduct alleged herein, Plaintiff and members of the

1 Wage Class have suffered damages and are entitled to recover the full amount of unpaid wages in
2 an amount to be proven at trial and interest thereon, applicable penalties, liquidated damages, and
3 costs of suit including attorney's fees.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS**

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

8 58. 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 59. Labor Code section 226.7, subdivision (b), provides that "An employer shall not
12 require an employee to work during a meal or rest or recovery period mandated pursuant to an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
14 Commission, the Occupational Safety and Health Standards Board, or the Division of
15 Occupational Safety and Health."

16 60. Labor Code section 512 provides that "An employer may not employ an employee
17 for a work period of more than five hours per day without providing the employee with a meal
18 period of not less than 30 minutes, except that if the total work period per day of the employee is
19 no more than six hours, the meal period may be waived by mutual consent of both the employer
20 and employee. An employer may not employ an employee for a work period of more than 10
21 hours per day without providing the employee with a second meal period of not less than 30
22 minutes, except that if the total hours worked is no more than 12 hours, the second meal period
23 may be waived by mutual consent of the employer and the employee only if the first meal period
24 was not waived."

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

28 62. Section 11(A) of the IWC Wage Order(s) provides that "Unless the employee is

1 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
2 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only
3 when the nature of the work prevents an employee from being relieved of all duty and when by
4 written agreement between the parties an on-the-job paid meal period is agreed to. The written
5 agreement shall state that the employee may, in writing, revoke the agreement at any time.”

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

10 64. On one or more occasions, Plaintiff and members of the Meal Period Class worked
11 over five (5) hours per shift and therefore were entitled to a meal period of not less than thirty (30)
12 minutes prior to exceeding five (5) hours of employment.

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

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

17 67. As a matter of Defendants’ established company policy, Defendants automatically
18 deduct 30 minutes from Plaintiff and other hourly non-exempt employees’ time worked when
19 meal periods are not recorded irrespective of whether the meal period is taken or not and if it is
20 either taken late or is actually less than 30 minutes.

21 68. As a matter of Defendants’ established company policy, Defendants failed to
22 comply with the meal period requirements established by Labor Code sections 226.7, 512, and
23 516, and Section 11 of the IWC Wage(s) by failing to provide Plaintiff and members of the Meal
24 Period Class with a first and a second legally compliant meal period.

25 69. Section 11(B) of the IWC Wage Order(s) and Labor Code section 226.7,
26 subdivision (c), provides that “If an employer fails to provide an employee a meal or rest or
27 recovery period in accordance with a state law, including, but not limited to, an applicable statute
28 or applicable regulation, standard, or order of the Industrial Welfare Commission, the

1 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
2 Health, the employer shall pay the employee one additional hour of pay at the employee's regular
3 rate of compensation for each workday that the meal or rest or recovery period is not provided."

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

9 71. Therefore, Plaintiff and members of the Meal Period Class are entitled to damages
10 in an amount equal to one (1) additional hour of pay at each employee's regular rate of
11 compensation for each work day that a compliant meal period was not provided, in a sum to be
12 proven at trial.

13 72. Pursuant to Labor Code section 218.6 and Civil Code section 3287, Plaintiff,
14 individually, and on behalf of members of the Meal Period Class, seek recovery of pre-judgment
15 interest on all amounts recovered herein.

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

19 **FOURTH CAUSE OF ACTION**

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

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

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

26 75. Labor Code section 226.7, subdivision (b), provides that "An employer shall not
27 require an employee to work during a meal or rest or recovery period mandated pursuant to an
28 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare

Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

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

77. Section 12(A) of the IWC Wage Order(s) provides that “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

78. Section 12(B) of the IWC Wage Order(s) provides that “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 compensation for each workday that the rest period is not provided.”

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

80. As a matter of Defendants’ established company policy, Defendants failed to authorize and permit required off-duty rest periods established by Labor Code sections 226.7 and 516 and Section 12 of the IWC Wage Order(s). 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.”

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

82. As a matter of Defendants’ policies and procedures, Defendants failed to comply with the requirements of Section 12(B) of the IWC Wage Order(s) and Labor Code section 226.7, subdivision (c), by failing to pay Plaintiff and members of the Rest Period Class one additional hour of pay at each employee’s regular rate of compensation for each workday that an off-duty rest period was not provided.

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

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

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

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS

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

86. Plaintiff incorporates by reference and reallege each and every one of the

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

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

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

25 89. As a pattern and practice, in violation of Labor Code section 226(a) and Section 7,
26 subdivision (A) of the IWC Wage Order(s), Defendants did not and do not maintain accurate
27 records pertaining to the total hours worked for Defendants by Plaintiff and members of the Wage
28 Statement Class, including but not limited to, gross wages earned, total hours worked by the

1 employee, all deductions, and net wages earned.

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

7 91. Here, Plaintiff and members of the Wage Statement Class suffered injury because
8 Defendants failed to provide accurate and complete information as required by one or more items
9 listed in Labor Code section 226(a)(1)-(9) as set forth herein, and Plaintiff and members of the
10 Wage Statement Class could not and cannot promptly and easily ascertain requisite information
11 without reference to other documents or information.

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

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

- 24 a. Confusion over whether they received all wages owed them by Defendants;
- 25 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 26 c. Being forced to engage in mathematical computations to analyze whether
- 27 Defendants' wages in fact compensated for all hours worked;
- 28 d. The inability to accurately calculate wage rates complicated by the fact that

- 1 wage statement information required by Labor Code section 226 is missing;
- 2 e. That such practice prevents Plaintiff and members of the Classes from being
- 3 able to effectively challenge information on their wage statements; and/or
- 4 f. The difficulty and expense of filing and maintaining this lawsuit, and the
- 5 discovery required to collect and analyze the very information that California
- 6 law requires.

7 94. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and members of the

8 Wage Statement Class are entitled to fifty dollars (\$50.00) per individual employee for the initial

9 pay period in which a violation hereunder occurred and one hundred dollars (\$100.00) per

10 individual employee for each violation in a subsequent pay period, not exceeding an aggregate

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

12 95. Pursuant to Labor Code section 226, subdivision (g), currently-employed members

13 of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance

14 with Labor Code section 226.

15 96. Pursuant to Labor Code section 226, subdivisions (e) and/or (g), Plaintiff and

16 members of the Wage Statement Class are also entitled to an award of costs and reasonable

17 attorneys' fees.

18 **SIXTH CAUSE OF ACTION**

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

20 **(By Plaintiff, individually, and on behalf of the Final Pay Class against**

21 **Defendant TH and DOES 1 to 100, inclusive)**

22 97. Plaintiff incorporates by reference and reallege each and every one of the

23 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set

24 forth herein.

25 98. Labor Code section 203 provides that if an employer willfully fails to pay, without

26 abatement or reduction, in accordance with Labor Code sections 201 and 202, any wages of an

27 employee who is discharged or who quits, the wages of the employee shall continue at the same

28 rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is

1 commenced.

2 99. Defendants have a consistent and uniform policy, practice, and procedure of
3 willfully failing to pay the earned wages of Defendants' former employees according to
4 amendment or proof.

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

9 101. Defendants' willful failure to pay wages to Plaintiff and members of the Final Pay
10 Class that are former employees violates Labor Code section 203 because Defendants knew or
11 should have known such wages were due, but Defendants failed to pay them.

12 102. Thus, Plaintiff and members of the Final Pay Class are entitled to recovery
13 pursuant to Labor Code section 203.

14 **SEVENTH CAUSE OF ACTION**

15 **UNFAIR BUSINESS PRACTICES**

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

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

21 104. Business & Professions Code section 17200 provides in pertinent part "unfair
22 competition shall mean and include any unlawful, unfair or fraudulent business act or practice."

23 105. Defendants are a "person" as defined under Business & Professions Code section
24 17201.

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

28 107. Business & Professions Code section 17205 provides that unless otherwise

1 expressly provided, the remedies or penalties provided for unfair competition “are cumulative to
2 each other and to the remedies or penalties available under all other laws of this state.”

3 108. Defendants have engaged in unlawful, unfair, and fraudulent business acts or
4 practices prohibited by Business & Professions Code section 17200, including those set forth in
5 the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiff and members
6 of the Classes of the minimum working standards and conditions due to them under the Labor
7 Code and/or the IWC_Wage Orders, as specifically described herein.

8 109. Defendants have engaged in unfair business practices in California by practicing,
9 employing, and utilizing the employment practices outlined in the preceding paragraphs,
10 specifically, by requiring employees to perform the labor services complained of herein without
11 the requisite compensation.

12 110. Defendants’ use of such practices constitutes an unfair business practice, unfair
13 competition, and provides an unfair advantage over Defendants’ competitors.

14 111. Plaintiff and members of the Classes have suffered injury in fact and have lost
15 money or property as a result of such unfair competition.

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

19 113. Further, if Defendants are not enjoined from the conduct set forth above,
20 Defendants will continue to practice, employ, and utilize the employment practices outlined in the
21 preceding paragraphs.

22 114. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
23 injunction prohibiting Defendants from engaging in the foregoing conduct.

24 115. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total
25 monetary relief sought from Defendant.

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EIGHTH CAUSE OF ACTION

VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)

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

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

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

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

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

120. Pursuant to Labor Code section 2699(m), sixty-five percent (65%) of civil penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, and thirty-five percent (35%) shall be distributed to the aggrieved employees.

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

122. On May 20, 2025, Plaintiff complied with Labor Code section 2699.3(a) by electronically filing written notice with the LWDA upon the LWDA regarding the specific

1 provisions of the Labor Code alleged to have been violated by Defendants and Plaintiff's intent to
2 pursue civil penalties against Defendants on behalf of aggrieved employees pursuant to PAGA.
3 Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff's notice letter.

4 123. On April 28, 2026, Plaintiff complied with Labor Code section 2699.3(a) by
5 electronically filing an amended written notice with the LWDA upon the LWDA regarding the
6 specific provisions of the Labor Code alleged to have been violated by Defendants and Plaintiff's
7 intent to pursue civil penalties against Defendants on behalf of aggrieved employees pursuant to
8 PAGA. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's notice letter.

9 124. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
10 notify the employer and the aggrieved employee or representative by certified mail that it does not
11 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
12 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
13 of the postmark date of the notice given... the aggrieved employee may commence a civil action
14 pursuant to Section 2699." More than sixty-five calendar days have passed since Plaintiff served
15 notice upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to
16 investigate Plaintiff's claims. Accordingly, Plaintiff exhausted his obligation to provide
17 administrative notice and is authorized to commence this representative action seeking civil
18 penalties on behalf of himself and all other aggrieved employees of Defendants.

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

25 126. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
26 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
27 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for each
28 violation.

1 127. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of himself and
2 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 201,
3 202, 203, 204, 226, 226.7, 246, 248.2, 248.5, 512, 1194, 1197, 1198, and 1199 during the statutory
4 period as set forth below.

5 128. For violations of Labor Code section 201, 202, 203, 226.7, 246, 248.2, 248.5, 512,
6 1194, 1197 1198, and 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one hundred
7 dollars (\$100) for each aggrieved employee per pay period for each violation.

8 129. For violations of Labor Code section 204, Labor Code section 210 imposes a civil
9 penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation that
10 was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved employee,
11 for each subsequent violation, regardless of whether the subsequent violation was willful or
12 intentional.

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

17 131. Defendants violated Labor Code sections 204, 510, 1194, 1197, and 1198 by not
18 paying Plaintiff and aggrieved employees all wages owed for all hours worked, including
19 overtime, for each pay period, and by failing to pay all wages owed within the time periods
20 prescribed by Labor Code section 204. Thus, pursuant to Labor Code section 2699(f)(2),
21 Defendants are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved
22 employee per pay period for each violation.

23 132. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and
24 all other aggrieved employees an opportunity to take timely off-duty and uninterrupted thirty
25 minute meal periods for every five hours worked, including timely off-duty and uninterrupted
26 thirty minute long meal periods before the end of the fifth hour of work, and by failing to pay a
27 premium wage equivalent to an additional hour of pay at the regular rate of pay for each day a
28 compliant meal period was not provided. Thus, pursuant to Labor Code section 2699(f)(2),

1 Defendants are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved
2 employee per pay period for each violation.

3 133. Defendants violated Labor Code section 226.7 by denying Plaintiff and all other
4 aggrieved employees of Defendants a ten minute off-duty rest period for every four hours worked,
5 or major fraction thereof, and by failing to provide a premium wage equivalent to an additional
6 hour of pay at the regular rate of pay for each workday that a compliant rest period was not
7 provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
8 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for each
9 violation.

10 134. Defendants violated Labor Code sections 246 and 248 by willfully failing to
11 properly compensate Plaintiff and aggrieved employees for all vested sick time earned at the
12 correct accrual rates in accordance with their employment contracts and/or Defendants' policies
13 when they sought sick leave. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
14 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
15 period for each violation of these sections.

16 135. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and
17 aggrieved employees with accurate itemized wage statements correctly identifying, among other
18 things, the total hours worked, wages earned, the correct amount of net wages earned, and the
19 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor
20 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
21 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
22 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
23 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
24 subsequent citation.

25 136. Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to
26 timely pay Plaintiff and aggrieved employees all wages owed upon separation of employment by
27 failing to pay all sick pay, and Defendants' failure to pay meal and rest period premium wages
28 owed. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty

1 of one hundred dollars (\$100) for each aggrieved employee per pay period for each violation of
2 these sections.

3 137. At all material times, Defendants were Plaintiff and all other aggrieved employees’
4 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
5 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
6 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
7 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
8 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
9 provided by law.

10 138. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
11 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
12 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
13 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
14 Defendants’ failure to pay wages owed for all overtime, as alleged herein.

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

21 140. Defendants violated Labor Code section 1198 by failing to comply with the
22 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours
23 and Days of Work”, the “Meal Period”, the “Rest Period” and “Record” sections of the applicable
24 IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods
25 premium wages, failing to provide compliant rest periods, failing to pay rest period premium
26 wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon
27 separation of employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2),
28 Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for each

1 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
2 each aggrieved employee per pay period for each subsequent violation.

3 **VII. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays:

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

8 As to the First Cause of Action for Failure to Pay All Wages:

9 a. For recovery of the unpaid balance of the full amount of the straight time
10 compensation due and owing, according to proof;

11 b. For liquidated damages on the straight-time portion of uncompensated hours of work
12 (not including the overtime portion thereof), as authorized by Labor Code section 1194.2,
13 subdivision (a);

14 c. For recovery of the unpaid balance of the full amount of the earned overtime
15 compensation due and owing, calculated at the appropriate rate and according to proof;

16 d. For pre-judgment interest as allowed by Labor Code section 218.6, Labor Code
17 section 1194, subdivision (a) and Civil Code section 3287;

18 e. For an award of reasonable attorneys' fees and costs pursuant to Labor Code section
19 218.5 and/or Labor Code section 1194, subdivision (a);

20 As to the Second Cause of Action for Failure to Pay Overtime:

21 f. For recovery of the full amount of unpaid wages in an amount to be proven at trial
22 and interest thereon, applicable penalties, liquidated damages, and costs of suit including
23 attorney's fees;

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

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

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

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

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

j. 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;

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

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

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

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

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

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

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

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

p. 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;

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

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

s. 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;

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

u. For interest to the extent permitted by law;

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

5 As to the Eighth Cause of Action for Violation of PAGA:

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

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

10 x. For civil penalties under Labor Code section 210 in the amount of one hundred
11 dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful
12 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
13 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
14 subsequent violation, regardless of whether the subsequent violation was willful or intentional;

15 y. For civil penalties under Labor Code section 2699(f), for Labor Code violations
16 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
17 employee per pay period for each violation;

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

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

25 As to All Causes of Action:

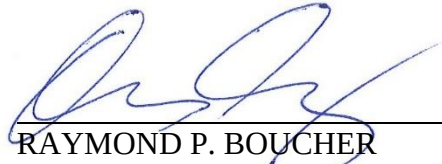
26 bb. For such relief as this Court may deem just and proper, including reasonable
27 attorneys' fees and costs incurred.

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DATED: July 17, 2026

BOUCHER LLP

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 17, 2026

BOUCHER LLP

By:


RAYMOND P. BOUCHER
ALEXANDER GAMEZ

Attorneys for Plaintiff Ruford Resurreccion

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 30, 2026, I served true copies of the following document(s) described as **SECOND 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 30, 2026, at Woodland Hills, California.



Tricia Yue

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

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