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RICARDO GOMEZ, and all others similarly situated

ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

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Clerk of the Superior Court

By R. Stille

,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

RICARDO GOMEZ, on behalf of himself and
all others similarly situated, and the general
public,

Plaintiff,

vs.

SAN DIEGO ICE COMPANY INC.; and
DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 25CL026697C

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Unfair Competition (Bus. & Prof. Code, § 17200q.); and
- 9) Civil Penalties (Lab. Code §§ 2698, *et seq.*).

JURY TRIAL DEMANDED

1 Plaintiff, RICARDO GOMEZ (hereafter “Plaintiff”), on behalf of himself and all
2 others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against SAN DIEGO
7 ICE COMPANY INC. and DOES 1 to 25, inclusive (“SAN DIEGO ICE” or “Defendant”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
9 him and other similarly situated workers for unpaid wages, statutory penalties, civil penalties,
10 interest, and related relief. These claims are based on Defendant’s failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements; and

19 (H) Timely pay wages during and upon termination of employment.

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
22 this class and representative action.

23 **II. THE PARTIES**

24 3. Plaintiff RICARDO GOMEZ is a resident of California. At all relevant times,
25 Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations
26 Section 11070 and an “Aggrieved Employee” within the meaning of Labor Code Section
27 2699(c).

28 4. At all times mentioned herein, Defendant San Diego Ice Company Inc. is and

1 was a California corporation, with its principal place of business at 3402 Kurtz St., San Diego,
2 CA 92110, and which employed Plaintiff. As such, it is a citizen of California based on
3 Plaintiff's information and belief.

4 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
9 defendants when ascertained.

10 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
13 and scope of such agency or employment, and with the approval and ratification of each of the
14 other Defendants.

15 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
17 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
18 Members or otherwise complying with their rights in accordance with applicable California
19 labor laws as alleged herein.

20 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
22 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
23 below-described class in accordance with applicable laws as alleged herein.

24 **III. CLASS ALLEGATIONS**

25 9. This action has been brought and may be maintained as a class action pursuant
26 to California Code of Civil Procedure section 382 because there is a well-defined community
27 of interest among the persons who comprise the readily ascertainable class defined below and
28 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case

1 as a class action.

2 10. **Class Definition:** The Class is defined as follows: All persons Defendant
3 employed in California as hourly, non-exempt employees, at any time during the period
4 beginning four years prior to the filing of this action and ending on the date that final judgment
5 is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
7 the right to amend or modify the class definition with greater specificity, by further division
8 into subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder
10 of each individual Class Member is impractical. While Plaintiff does not currently know the
11 exact number of Class Members, Plaintiff is informed and believes that the actual number
12 exceeds the minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as
14 to all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendant failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
18 meal period premium and rest period premium wages;

19 B. Whether Defendant failed to provide the Class Members with all meal
20 periods in compliance with California law;

21 C. Whether Defendant failed to authorize and permit the Class Members to
22 take all rest periods in compliance with California law;

23 D. Whether Defendant failed to indemnify the Class Members for the
24 reasonable expenses they incurred during the course of performing their duties;

25 E. Whether Defendant knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 F. Whether Defendant willfully failed to provide the class with timely
28 wages during and upon termination of employment;

1 G. Whether Defendant engaged in unfair competition within the meaning of
2 Business and Professions Code sections 17200, et seq., with respect to the Class; and

3 H. Whether Class Members are entitled to restitution of money or property
4 that Defendant may have acquired from them through alleged Labor Code violations.

5 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
6 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
7 practice, or lack thereof, which resulted in Defendant failing to comply with the California
8 Labor Code, the Wage Order, and the Business and Professions Code.

9 15. **Adequacy of Class Representative:** Plaintiff is an adequate class
10 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
11 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
12 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
13 interests of Class Members.

14 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
15 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
16 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
17 on behalf of Plaintiff and absent Class Members.

18 17. **Superiority:** A class action is vastly superior to other available means for fair
19 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
20 the Court. Class action treatment will allow a number of similarly situated persons to
21 simultaneously and efficiently prosecute their common claims in a single forum without the
22 unnecessary duplication of effort and expense that numerous individual actions would entail.
23 In addition, the monetary amounts due to many individual Class Members are likely to be
24 relatively small and would thus make it difficult, if not impossible, for individual Class
25 Members to both seek and obtain relief. Moreover, a class action will serve an important
26 public interest by permitting Class Members to effectively pursue the recovery of monies
27 owed to them. Further, a class action will prevent the potential for inconsistent or
28 contradictory judgments inherent in individual litigation.

1 **IV. STATEMENT OF FACTS**

2 18. The Wage Order applies to “all persons employed in the mercantile industry
3 whether paid on a time, piece rate, commission, or other basis[.]” Wage Order, § 1. The Wage
4 Order defines “Mercantile Industry” as “any industry, business, or establishment operated for
5 the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail;
6 or for the purpose of renting goods or commodities.” Wage Order, § 2(I). At all relevant times
7 during the applicable limitations period, SAN DIEGO ICE was in the business of distributing
8 ice. Accordingly, Plaintiff and the Class Members are entitled to the protections provided
9 under the Wage Order.

10 19. SAN DIEGO ICE first began to employ Plaintiff in or around September of
11 2021 as a driver. SAN DIEGO ICE continuously employed Plaintiff in that capacity until on
12 or about March 25, 2025 when his employment ended.

13 20. At all relevant times, SAN DIEGO ICE issued wages to Plaintiff and all of the
14 other Class Members on a biweekly basis and paid them by the hour. At all relevant times,
15 SAN DIEGO ICE classified Plaintiff and all of the other Class Members as non-exempt
16 employees entitled to the protections of the Labor Code and the Wage Order. During his
17 employment tenure, Plaintiff generally worked five days per week and his schedule varied.
18 Plaintiff generally worked at least 8 hours per day; during the summer months, Plaintiff
19 generally worked 10-hour (or longer) shifts. Plaintiff’s latest rate of pay was approximately
20 \$20.00 per hour.

21 21. SAN DIEGO ICE failed to pay Plaintiff and the other Class Members for all
22 time worked or subject to its control. To the extent employees such as Plaintiff and others
23 worked through their meal periods and those meal periods were interrupted, they were not
24 compensated for that time, which would be akin to a minimum wage violation.

25 22. Due to the above “off the clock” violations, SAN DIEGO ICE failed to pay
26 Plaintiff and the Class Members properly-calculated overtime wages. The Class Members’
27 actual work hours, which included the “off the clock” work as described above, entitled them
28 to overtime, however, it was not company policy to keep accurate track of all hours worked

1 and to pay employees the accurate amount of overtime, especially since the “off the clock”
2 work was not factored into the equation. Moreover, on information and belief, SAN DIEGO
3 ICE was not compensating Plaintiff and the other Class Members with proper overtime pay.
4 During his employment, Plaintiff’s paystubs would generally state 40 hours worked and SAN
5 DIEGO ICE would pay Plaintiff in cash (and not at 1.5 times his rate of pay) for hours worked
6 in excess of forty. Furthermore, any incentive payments and/or bonus payments were not
7 factored into employees’ regular rate of pay for purposes of deciphering the correct overtime
8 rate of pay. In addition, any bonus and/or incentive payments were not factored into the
9 correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
10 Cal. 5th 858, 863.

11 23. SAN DIEGO ICE failed to provide all compliant meal periods and authorize
12 and permit all compliant rest periods to which Plaintiff and the other Class Members were
13 entitled. Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted
14 30-minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-
15 minute rest periods for every four hours or major fraction thereof worked. Due to the work
16 load and pressure from management/ownership, Plaintiff would not be able to take timely,
17 uninterrupted meal periods before the 5th hour worked. When Plaintiff was able to take a meal
18 period, his meal periods were consistently interrupted by phone calls from customers and/or
19 management/ownership/dispatch, inquiring about his location, and questions about work
20 related matters. It is important to note that Plaintiff would not clock in or clock out for his
21 meal periods. Instead, SAN DIEGO ICE management/ownership would clock in/clock out for
22 Plaintiff and manipulate the time keeping system to make it appear as though Plaintiff had
23 taken compliant meal breaks, when in reality, he had not. As such, even when Plaintiff did not
24 take a meal period, the time records would automatically deduct thirty (30) minutes. Similarly,
25 throughout his employment, Plaintiff was not able to take both of his statutory 10 minute rest
26 breaks due to the workload/ press of business. On information and belief, SAN DIEGO ICE
27 did not provide premium wages for these meal and rest break violations; if SAN DIEGO ICE
28 did provide premium wages, they were not paid at the correct rate, as explained above.

1 24. SAN DIEGO ICE failed to reimburse Plaintiff and the other Class Members for
2 business expenses they incurred in direct consequence of the discharge of their duties. SAN
3 DIEGO ICE required Plaintiff and the Class Members to use their own personal cell phones to
4 communicate with management concerning work matters. Plaintiff had to use his own
5 personal mobile phone to make and receive phone calls to and from customers,
6 ownership/management, dispatch, and the secretary throughout his employment. Moreover,
7 Plaintiff had to purchase gloves to manipulate ice (as they also manipulate dry ice), steel tip
8 shoes, and cutters to use at work. However, SAN DIEGO ICE did not provide Plaintiff and the
9 others with mobile phones or these tools/uniform/PPE items and did not reimburse Plaintiff
10 and the other Class Members for their mobile phone expenses and tools/uniform/PPE items.
11 Accordingly, SAN DIEGO ICE was in violation of California Labor Code sections 2800 and
12 2802.

13 25. SAN DIEGO ICE failed to pay its employees all wages due to them within any
14 time period specified by California Labor Code section 204, including the minimum wages
15 and overtime as described above as well as meal/rest break premiums.

16 26. SAN DIEGO ICE did not provide Plaintiff and the other Class Members
17 accurate, itemized wage statements. Wage statements must include, among other things, total
18 hours worked by the employee. Labor Code § 226(a)(2). SAN DIEGO ICE issued wage
19 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
20 number of hours worked at each hourly rate because of SAN DIEGO ICE's failure to properly
21 pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). SAN DIEGO ICE's
22 failure to maintain accurate records as to the hours worked daily by employees also constitutes
23 a violation of Labor Code section 1174(d).

24 27. Finally, because SAN DIEGO ICE did not properly pay all wages earned as
25 explained herein, SAN DIEGO ICE also failed to pay final wages owed to Plaintiff and the
26 other Class Members in violation of Labor Code section 203. These earned but unpaid wages
27 include minimum wages and compensation for all hours worked, overtime compensation, and
28 premium pay for missed meal and rest breaks, among others.

1 28. SAN DIEGO ICE has also violated Labor Code section 558 and engaged in
2 business practices which violate Business and Professions Code Section 17200.

3 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
4 unlawful practices and policies, Plaintiff and the Class Members were:

5 A. Not provided with all off duty meal periods;

6 B. Not authorized and permitted to take all rest break periods;

7 C. Not paid one hour's pay for each workday in which Defendant failed to
8 authorize and permit them to take one or more timely rest periods;

9 D. Not paid one hour's pay for each workday in which Defendant failed to
10 provide them with one or more timely meal periods;

11 E. Not paid all wages earned, including, but not limited to, minimum,
12 regular, overtime, and doubletime wages for work performed while clocked out;

13 F. Not indemnified for all necessary business expenditures incurred during
14 the discharge of their duties;

15 G. Not provided with accurate and complete wage statements; and

16 H. Not timely paid all earned and unpaid wages during employment and at
17 the time their employment ended.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

20 **AT THE CORRECT RATES OF PAY**

21 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

22 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

23 30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

24 31. At all relevant times, Plaintiff and the Class Members have been employees of
25 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
26 1197, and 1198, and the Wage Order.

27 32. Section 2(H) of the Wage Order defines "hours worked" as "the time during
28 which an employee is subject to the control of an employer, and includes all the time the

1 employee is suffered or permitted to work, whether or not required to do so.”

2 33. Section 3 of the Wage Order states:

3 (A) Daily Overtime - General Provisions

4 (1) The following overtime provisions are applicable to
5 employees 18 years of age or over and to employees 16 or
6 17 years of age who are not required by law to attend
7 school and are not otherwise prohibited by law from
8 engaging in the subject work. Such employees shall not
9 be employed more than eight (8) hours in any workday or
10 more than 40 hours in any workweek unless the employee
11 receives one and one-half (1 ½) times such employee’s
12 regular rate of pay for all hours worked over 40 hours in
13 the workweek. Eight (8) hours of labor constitutes a day’s
14 work. Employment beyond eight (8) hours in any
15 workday or more than six (6) days in any workweek is
16 permissible provided the employee is compensated for
17 such overtime at not less than:

13 (a) One and one-half (1 ½) times the employee’s
14 regular rate of pay for all hours worked in excess
15 of eight (8) hours up to and including 12 hours in
16 any workday, and for the first eight (8) hours
17 worked on the seventh (7th) consecutive day of
18 work in a workweek.

17 (b) Double the employee’s regular rate of pay for
18 all hours worked in excess of 12 hours in any
19 workday and for all hours worked in excess of
20 eight (8) hours on the seventh (7th) consecutive
21 day of work in a workweek.

21 (c) The overtime rate of compensation required to
22 be paid to a nonexempt full-time salaried
23 employee shall be computed by using the
24 employee’s regular hourly salary as one-fortieth
25 (1/40) of the employee’s weekly salary.

24 34. Section 4 of the Wage Order requires an employer to pay non-exempt employees
25 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
26 an employer has actual or constructive knowledge that employees are working.

27 35. Labor Code section 510 states:

28 Eight hours of labor constitutes a day's work. Any work in excess of eight hours

1 in one workday and any work in excess of 40 hours in any one workweek and
2 the first eight hours worked on the seventh day of work in any one workweek
3 shall be compensated at the rate of no less than one and one-half times the
4 regular rate of pay for an employee. Any work in excess of 12 hours in one day
5 shall be compensated at the rate of no less than twice the regular rate of pay for
6 an employee. In addition, any work in excess of eight hours on any seventh day
7 of a workweek shall be compensated at the rate of no less than twice the regular
8 rate of pay of an employee. Nothing in this section requires an employer to
9 combine more than one rate of overtime compensation in order to calculate the
10 amount to be paid to an employee for any hour of overtime work.

11 36. California Labor Code § 1194 invalidates any agreement between an employer
12 and an employee to work for less than the minimum wage required under the applicable Wage
13 Order.

14 37. California Labor Code § 1197 makes it unlawful for an employer to pay an
15 employee less than the minimum wage required under the applicable Wage Order for all hours
16 worked during a payroll period.

17 38. California Labor Code § 1198 makes it unlawful for an employer to employ an
18 employee under conditions that violate the Wage Order.

19 39. In conjunction, these provisions of the California Labor Code require employers
20 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
21 for all hours worked, including unrecorded hours when the employer knew or reasonably should
22 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
23 *Co.* (2000) 22 Cal.4th 575, 585.)

24 40. With respect to overtime wages, the regular rate of pay under California law
25 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
26 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to
27 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
28 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

41. As described above, at all relevant times during the applicable limitations
period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,

1 including, but not limited to minimum, regular, overtime and doubletime wages for all
2 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
3 correct rates of pay.

4 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
5 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant's
6 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
7 rates of pay as required by California law.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST BREAKS**

10 **(Lab. Code §§ 226.7 and 1198)**

11 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

12 43. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 44. At all relevant times during the applicable limitations period, Plaintiff and the
14 Class Members have been employees of Defendant and entitled to the benefits and protections
15 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

16 45. In relevant part, Labor Code § 1198 states,

17 "The maximum hours of work and the standard conditions of labor
18 fixed by the commission shall be the maximum hours of work and the
19 standard conditions of labor for employees. 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."

20 46. In relevant part, Section 12 of the Wage Order states:

21 **Rest Periods:**

22 (A) Every employer shall authorize and permit all employees
23 to take rest periods, which insofar as practicable shall be in the
24 middle of each work period. The authorized rest period time
25 shall be based on the total hours worked daily at the rate often
26 (10) minutes net rest time per four (4) hours or major fraction
27 thereof. However, a rest period need not be authorized for
employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

28 (B) If an employer fails to provide an employee a rest period

1 in accordance with the applicable provisions of this Order, the
2 employer shall pay the employee one (1) hour of pay at the
3 employee's regular rate of compensation for each work day that
4 the rest period is not provided.

47. In addition, Labor Code Section 226.7 states

5 (b) An employer shall not require an employee to work during a
6 meal or rest or recovery period mandated pursuant to an applicable
7 statute, or applicable regulation, standard, or order of the Industrial
8 Welfare Commission, the Occupational Safety and Health Standards
9 Board, or the Division of Occupational Safety and Health.

10 (c) If an employer fails to provide an employee a meal or rest or
11 recovery period in accordance with a state law, including, but not
12 limited to, an applicable statute or applicable regulation, standard, or
13 order of the Industrial Welfare Commission, the Occupational Safety
14 and Health Standards Board, or the Division of Occupational Safety and
15 Health, the employer shall pay the employee one additional hour of pay
16 at the employee's regular rate of compensation for each workday that
17 the meal or rest or recovery period is not provided.

48. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
18 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
19 major fraction thereof.

49. Defendant intentionally failed to authorize and permit Plaintiff and the Class
20 Members to take all 10-minute rest periods free from any work duties in accordance with the
21 Wage Order.

50. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
22 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
23 wages to Plaintiff and the Class Members for days on which they failed to authorize and
24 permit Plaintiff and the other Class Members to take timely rest periods.

51. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
25 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
26 major fraction thereof. Defendant did not seek an exemption from the rest period protections
27 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
28 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
failed to authorize and permit them to take 10-minute rest periods every four hours worked or

1 major fraction thereof.

2 52. Plaintiff is informed and believes and thereon alleges that, at all relevant times
3 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
4 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
5 take all rest breaks required by California law.

6 53. Defendant failed to provide Plaintiff with all required rest breaks in
7 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
8 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
9 lack of a policy which resulted in Defendant not providing the Class Members with all rest
10 breaks required by California law.

11 54. Defendant failed to pay Plaintiff the additional wages required by California
12 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
13 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
14 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
15 providing the Class Members with additional wages for all rest breaks not provided to them as
16 required by California Labor Code § 226.7.

17 55. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
18 have suffered damages in amounts subject to proof to the extent they were not paid additional
19 wages owed for all rest breaks not provided to them.

20 56. By reason of the above, Plaintiff and the Class Members are entitled to
21 premium wages for workdays in which one or more rest breaks were not provided to them
22 pursuant to California Labor Code § 226.7.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Lab. Code §§ 226.7, 512, and 1198)**

26 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

27 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 58. At all relevant times during the applicable limitations period, Plaintiff and the

1 Class Members have been employees of Defendant and entitled to the benefits and protections
2 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

3 59. In relevant part, Labor Code § 1198 states,

4 “The maximum hours of work and the standard conditions of labor
5 fixed by the commission shall be the maximum hours of work and the
6 standard conditions of labor for employees. 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.”

7 60. In relevant part, Labor Code Section 512 states

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

15 61. In relevant part, Section 11 of the Wage Order states:

16 Meal Periods:

17 (A) No employer shall employ any person for a work period of more
18 than five (5) hours without a meal period of not less than 30
19 minutes, except that when a work period of not more than six (6)
20 hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

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

25 62. In relevant part, California Labor Code § 226.7 states:

26 (b) An employer shall not require an employee to
27 work during a meal or rest period mandated pursuant to
28 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.

1
2 (c) If an employer fails to provide an employee a meal period
3 or rest period in accordance with a state law, including,
4 but not limited to, an applicable statute or applicable
5 regulation, standard, or order of the Industrial Welfare
6 Commission, the Occupational Safety and Health
7 Standards Board, or the Division of Occupational Safety
8 and Health, the employer shall pay the employee one
9 additional hour of pay at the employee's regular rate of
10 compensation for each work day that the meal or rest
11 period is not provided.

12 63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
13 Class Members were entitled to be provided with uninterrupted meal periods of at least 30
14 minutes for each day they worked five or more hours. Pursuant to California Labor Code §
15 512, they were also entitled to a second 30-minute meal period when they worked more than
16 ten (10) hours in a workday.

17 64. As described above, Defendant intentionally failed to provide Plaintiff and the
18 Class Members with all required 30-minute duty free meal periods in accordance with the
19 Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they
20 failed to provide Plaintiff and the other Class Members with timely meal periods.

21 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times
22 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
23 which resulted in Defendant not providing Plaintiff and the Class Members with all timely and
24 off-duty meal periods required by California law.

25 66. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
26 have suffered damages in amounts subject to proof to the extent they were not paid additional
27 wages owed for all meal periods not provided to them.

28 67. By reason of the above, Plaintiff and the Class Members are entitled to
premium wages for workdays in which one or more meal periods were not provided to them
pursuant to California Labor Code § 226.7.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code §§ 1198 & 2802)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 69. At all relevant times, Plaintiff and the Class Members were employees of
7 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and
8 2802, and the Wage Order.

9 70. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
10 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
11 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

12
13 (A) When uniforms are required by the employer to be worn by the employee as
14 a condition of employment, such uniforms shall be provided and maintained by
the employer.

15 ...

16 (B) When tools or equipment are required by the employer or are necessary to
17 the performance of a job, such tools and equipment shall be provided and
18 maintained by the employer, except that an employee whose wages are at least
19 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

20 Wage Order, § 9(A) and (B).

21 71. California Labor Code § 1198 prohibits employers from employing their
22 employees under conditions prohibited by the Wage Order.

23 72. As described above, at all relevant times, Defendant required Plaintiff and the
24 Class Members to incur certain business expenses in the course of performing their duties,
25 including but not limited to use of their own personal mobile phones and uniform/PPE items.
26 However, Defendant did not provide these items and did not reimburse Plaintiff and the Class
27 Members for these business expenses.

28 73. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant's
2 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
3 during the course of performing their duties.

4 74. Accordingly, with respect to this cause of action, on behalf of himself and the
5 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
6 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(California Labor Code Section 226)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 76. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
13 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
14 itemized statement showing:

15 A. Gross wages earned;

16 B. Total hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

19 C. The number of piece rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis;

21 D. All deductions, provided that all deductions made on written orders of the
22 Employee may be aggregated and shown as one item;

23 E. Net wages earned;

24 F. The inclusive dates of the period for which the employee is paid;

25 G. The name of the employee and his or her social security number, except
26 that by January 1, 2008, only the last four digits of his or her social security number or an
27 employee identification number other than a social security number may be shown on the
28 itemized statement;

1 H. The name and address of the legal entity that is the employer; and

2 I. All applicable hourly rates in effect during the pay period and the

3 corresponding number of hours worked at each hourly rate by the employee.

4 77. Pursuant to California Labor Code § 226, an employee is deemed to suffer

5 injury if the employer fails to provide a wage statement. Also, an employee is deemed to

6 suffer injury if the employer fails to provide accurate and complete information as required by

7 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”

8 from the wage statement alone one or more of the following:

9 A. The amount of the gross wages or net wages paid to the employee during

10 the pay period or any of the other information required to be provided on the itemized wage

11 statement pursuant to California Labor Code § 226(a);

12 B. Which deductions the employer made from gross wages to determine the

13 net wages paid to the employee during the pay period;

14 C. The name and address of the employer and, if the employer is a farm

15 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the

16 name and address of the legal entity that secured the services of the employer during the pay

17 period;

18 D. The name of the employee and only the last four digits of his or her social

19 security number or an employee identification number other than a social security number; and

20 E. The number of piece-rate units earned and the piece rate.

21 78. “Promptly and easily determine,” as stated in California Labor Code § 226(e),

22 means a reasonable person would be able to readily ascertain the information without

23 reference to other documents or information.

24 79. As alleged herein, at all relevant times during the applicable limitations period,

25 Defendant violated California Labor Code section 226 because it did not properly and

26 accurately itemize each employee’s gross wages earned, net wages earned, the total hours

27 worked, the corresponding number of hours worked at each rate by the employee and other

28 requirements of California Labor Code section 226. Defendant failed to state in the wage

1 statements they issued to Plaintiff and the other Class Members all their hours worked and
2 wages earned, including, but not limited to, regular and overtime wages for work they
3 performed off-the-clock (as described above). Defendant knowingly and intentionally did not
4 issue either as a detachable part of the check, draft, or voucher paying the employee's wages,
5 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
6 Members that state all overtime wages earned, all minimum wages earned, all regular wages
7 earned, all meal period premium wages earned, all rest break premium wages earned, gross
8 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

9 80. Defendant's failure to provide Plaintiff and the other Class Members with
10 accurate wage statements was knowing and intentional. Defendant had the ability to provide
11 Plaintiff and the other Class Members with accurate wage statements but intentionally
12 provided wage statements that Defendant knew were not accurate.

13 81. As a result of being provided with inaccurate wage statements by Defendant,
14 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
15 accurate wage statements were violated and they were misled about the amount of wages they
16 had actually earned and were owed. In addition, the absence of accurate information on their
17 wage statements prevented immediate challenges to Defendant's unlawful pay practices, has
18 required discovery and mathematical computations to determine the amounts of wages owed,
19 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
20 led to the submission of inaccurate information about wages to state and federal government
21 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
22 wage statements whether Defendant complied with their obligations under California Labor
23 Code section 226(a).

24 82. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
25 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
26 period in which a violation of California Labor Code § 226(a) occurred and one hundred
27 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
28 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also

1 entitled to an award of costs and reasonable attorneys' fees.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

4 **(Lab. Code §§ 204)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 83. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

7 84. California Labor Code Section 204 establishes the fundamental right of all
8 employees in the State of California to be paid wages in a timely fashion for their work.

9 85. At all times relevant during the liability period, Defendant failed to pay
10 Plaintiff and the Class Members the full amount of all owed wages when due as required by
11 California Labor Code Section 204.

12 86. Defendant failed to pay Plaintiff and the Class Members all wages earned each
13 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
14 liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class
15 Members wages for all hours worked, including overtime hours and premium pay for missed
16 rest breaks and meal breaks.

17 87. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
18 have suffered damages in an amount, subject to proof, to the extent they were not paid all
19 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
20 but can be determined directly from Defendant's records or indirectly based on information
21 from Defendant's records.

22 88. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
23 Class Members due under the statutes alleged along with any allowable interest, penalties,
24 attorney's fees, and costs according to proof at trial.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

3 **(California Labor Code Sections 201-203)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 89. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 90. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class have been employees of Defendant and entitled to the benefits and protections of
8 California Labor Code §§ 201–203, and the Wage Order.

9 91. Labor Code § 201 provides that all earned and unpaid wages of an employee
10 who is discharged are due and payable immediately at the time of discharge.

11 92. Labor Code § 202 provides that all earned and unpaid wages of an employee
12 who quits after providing at least 72-hours notice before quitting are due and payable at the
13 time of quitting and that all earned and unpaid wages of an employee who quits without
14 providing at least 72-hours notice before quitting are due and payable within 72 hours.

15 93. Labor Code § 203 provides that the wages of an employee continue on a daily
16 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
17 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

18 94. Defendant failed to pay Plaintiff and all of the other Class Members whose
19 employment ended all of the earned but unpaid wages described above by the conclusion of
20 their employment with Defendant, including minimum wages, regular wages, overtime wages,
21 unprovided meal period premium wages, and unprovided rest break premium wages.
22 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
23 whose employment ended their final paychecks within the required time periods.

24 95. By failing to pay such earned wages to Plaintiff and the Class Members,
25 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
26 201 or § 202.

27 96. Plaintiff is informed and believes that Defendant's failures to timely pay
28 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have

1 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
2 practices that violate the requirements of the Labor Code and the Wage Order, even though at
3 all relevant times, they have had the ability to comply with those legal requirements.

4 97. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
5 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
6 penalties for each Class Member.

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 98. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 99. At all relevant times during the applicable limitations period, Plaintiff and the
13 Class Members have been employees of Defendant and entitled to the benefits and protections
14 of the Business and Professions Code §§ 17200, *et seq.*

15 100. The unlawful conduct of Defendant alleged herein amounts to and constitutes
16 unfair competition within the meaning of California Business & Professions Code §§ 17200,
17 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
18 unfairly gained a competitive advantage over other comparable companies doing business in
19 California that comply with their legal obligations to compensate employees for all earned
20 wages.

21 101. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
22 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
23 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
24 meal period premium wages, missed rest period premium wages, mobile phone, uniform, PPE
25 and other expenses, and comparable money and property.

26 102. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendant did not pay them or otherwise retained by means of their unlawful and unfair

1 business practices.

2 103. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
3 connection with their unfair competition claims pursuant to California Code of Civil
4 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **NINTH CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **(Lab. Code §§ 2698, *et seq.*)**

8 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

9 104. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 105. The "Aggrieved Employees" are all members of the Class defined above who
11 Defendant employed during the period beginning May 6, 2024 and ending on the date that
12 final judgment is entered in this action.

13 106. Labor Code section 1174, which also pertains to recordkeeping, states:

14 Every person employing labor in this state shall

15 ...

16 (c) Keep a record showing the names and addresses of all employees employed
17 and the ages of all minors.

18 (d) Keep, at a central location in the state or at the plants or establishments at
19 which employees are employed, payroll records showing the hours worked
20 daily by and the wages paid to, and the number of piece-rate units earned by
21 and any applicable piece rate paid to, employees employed at the respective
22 plants or establishments. These records shall be kept in accordance with rules
23 established for this purpose by the commission, but in any case shall be kept on
24 file for not less than three years. An employer shall not prohibit an employee
25 from maintaining a personal record of hours worked, or, if paid on a piece-rate
26 basis, piece-rate units earned.

27 107. Defendant failed to compensate Plaintiff and all of the other Aggrieved
28 Employees for all hours worked at the correct rates of pay, including all minimum wages

1 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
2 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
3 net wages earned, and related compensation. As a result, Defendant has failed to accurately
4 maintain all records required by section 1174 and the Wage Order, including but not limited to
5 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
6 applicable hourly rates during each payroll period.

7 108. During the applicable time period, Defendant violated California Labor Code
8 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

9 109. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
10 behalf of themselves and other current or former employees, to bring a civil action to recover
11 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

12 110. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
13 Members are entitled to recover civil penalties for each of the Defendant's violations of
14 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
15 1198, and 2802 during the applicable limitations period in the following amounts:

16 A. For violations of California Labor Code § 204, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
18 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
19 established by California Labor Code § 210).

20 B. For violations of California Labor Code § 226(a), two hundred fifty
21 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
22 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 226.3).

24 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
25 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
26 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
27 California Labor Code § 558).

28 D. For violations of California Labor Code § 1174, five hundred dollars

1 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
2 California Labor Code § 1174.5).

3 E. For violations of California Labor Code § 1197, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
5 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
6 per pay period (regardless of whether the initial violations were intentionally committed)
7 (penalty amounts established by California Labor Code § 1197.1).

8 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
9 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
10 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
11 pay period for each subsequent violation (penalty amounts established by California Labor
12 Code § 2699(f)(2)).

13 111. Plaintiff has complied with the procedures for bringing suit specified in
14 California Labor Code § 2699.3. By letter dated May 6, 2025, Plaintiff filed written notice
15 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
16 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
17 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
18 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
19 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
20 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
21 not intend to investigate these allegations.

22 112. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
23 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
24 connection with their claims for civil penalties.

25 **V. PRAYER FOR RELIEF**

26 113. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
27 for relief and judgment against Defendant as follows:
28

- 1 A. An order that the action be certified as a class action with respect to
2 Plaintiff's claims for violations of California law;
- 3 B. An order that Plaintiff be appointed class representative;
- 4 C. An order that counsel for Plaintiff be appointed class counsel;
- 5 D. Unpaid wages, including minimum, regular, overtime, double-time, split
6 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
7 time, and reporting time wages;
- 8 E. Liquidated damages;
- 9 F. Statutory penalties, including waiting time penalties;
- 10 G. Civil penalties;
- 11 H. Restitution;
- 12 I. Declaratory relief;
- 13 J. Actual damages;
- 14 K. Pre-judgment interest;
- 15 L. Costs of suit;
- 16 M. Reasonable attorneys' fees; and
- 17 N. Such other relief as the Court deems just and proper.

18 **VI. DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
20 on all issues so triable.

21
22 Dated: July 11, 2025

MM LAW, APC

23 By Maralle Messrelia
24 Maralle Messrelia, Esq.
25 Attorneys for Plaintiff, RICARDO
26 GOMEZ, and all others similarly situated
27
28