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9 ISELA REYES, on behalf
10 of herself and all others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

MAR - 6 2026

BY  **VERONICA GONZALEZ, DEPUTY**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

11 ISELA REYES, on behalf of herself and all
12 others similarly situated,

13 Plaintiffs,

14 v.

15 JDA BUSINESS VENTURES, INC., dba
16 PANCHITO'S MEXICAN RESTAURANT, a
17 California corporation; DELMY C.
18 HERNANDEZ; ANTONIO HERNANDEZ
19 MADRIGAL; and DOES 1 through 100,
20 Inclusive

21 Defendants.

CASE NO.: CIVSB2229066

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**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGE;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO PAY ALL WAGES UPON TERMINATION;
6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
7. UNFAIR COMPETITION; and
8. CIVIL PENALTIES LABOR CODE §2699

DEMAND FOR JURY TRIAL

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COMES NOW plaintiff ISELA REYES (hereinafter “Ms. Reyes” and/or “Plaintiff) on behalf of herself and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on behalf of Plaintiff and all other current and former similarly situated employees employed by or formerly employed by JDA BUSINESS VENTURES, INC. (“JDA”), doing business as “Pancho’s Mexican Restaurant,” and any subsidiaries or affiliated companies, DELMY C. HERNANDEZ (“Delmy”), ANTONIO HERNANDEZ MADRIGAL (“Antonio”) (JDA, Delmy, and Antonio collectively hereinafter referred to as “Defendants”), within the State of California.

2. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all time worked, including overtime wages, to Plaintiff and other non-exempt employees in the State of California, such that in the aggregate employees are underpaid wages as a result of Defendants’ pattern and practice of unevenly rounding time worked by its employees.

3. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all time worked, including overtime wages, as a result of Defendants requiring Plaintiff and other non-exempt employees in the State of California to perform off-the-clock pre-shift and post-shift duties.

4. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiff and other similarly situated employees or former employees within the State of California a thirty (30) minute uninterrupted meal period for days on which the employees worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a work day, and failing to provide compensation at the regular rate of pay for such unprovided meal periods as required by California wage and hour laws.

5. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiff and similarly situated employees or former employees within the State of California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to provide compensation at the regular rate of pay for such unprovided rest periods as required by California wage and hour laws.

6. For at least three (3) years prior to the filing of this action and continuing through the present, Defendants on multiple occasions have failed to pay Plaintiff and other similarly situated employees the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code §§ 201 or 202.

7. For at least one (1) year prior to the filing of this action and continuing through the present, Defendants on multiple occasions have failed to issue Plaintiff and other similarly situated employees accurate wage statements as required by Labor Code § 226.

8. Plaintiff, on behalf of herself and all other similarly situated employees, brings this action pursuant to, including but not limited to, California Labor Code §§200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1 and California Code of Regulations, Title 8, §11070, seeking unpaid overtime and minimum wages and premium wages for non-compliant meal and rest periods, statutory penalties, civil penalties, reasonable attorney's fees and costs.

9. Plaintiff, on behalf of herself and all other similarly situated employees, pursuant to California Business & Professions Code §§17200-17208 also seeks all monies owed but withheld and retained by Defendants to which Plaintiff and members of the Class are entitled.

PARTIES

A. Plaintiff

10. Venue as to each defendant is proper in this judicial district, pursuant to California Code of Civil Procedure §395. Defendants operate and do business in California, and each defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of

1 California. Defendants employ numerous Class Members in the State of California.

2 11. Plaintiff, Ms. Reyes, is a resident of the State of California. At all relevant times
3 herein, she has been employed by Defendants as a non-exempt employee in California.

4 **B. Defendants**

5 12. Defendant, JDA, operates Mexican restaurants within the State of California. JDA
6 employed Plaintiff and similarly situated persons within the State of California.

7 13. Defendant, Delmy, is and was, at all times relevant hereto, an individual residing
8 and doing business in the State of California. Plaintiff is further informed and believes, and thereon
9 alleges, that Delmy is and has been JDA's Chief Executive Officer ("CEO"), Chief Financial
10 Officer ("CFO") and Director.

11 14. Defendant, Antonio, is and was, at all times relevant hereto, an individual residing
12 and doing business in the State of California. Plaintiff is further informed and believes, and thereon
13 alleges, that Antonio is and has been JDA's Secretary and Director.

14 15. Defendants are joint employers in that they are and were operating as a joint
15 enterprise and the employer of Plaintiff.

16 16. The true names and capacities, whether individual, corporate, associate, or
17 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
18 Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure
19 §474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants
20 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
21 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
22 capacities of the defendants designated hereinafter as DOES when such identities become known.

23 17. Plaintiff is informed and believes, and based thereon alleges, that each defendant
24 acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint
25 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
26 legally attributable to the other defendants.

27 18. All of the acts and conduct herein and below described of JDA were duly
28 authorized, ordered, and directed by Delmy and Antonio. In addition thereto, JDA participated in

1 the aforementioned acts and conduct of Delmy and Antonio and upon completion of the aforesaid
2 acts and conduct of Delmy and Antonio, JDA respectively and collectively ratified, accepted the
3 benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of each and all of the
4 said acts and conduct of the aforementioned Delmy and Antonio.

5 19. To the extent that JDA claims to be a California corporation, it is an alter ego of
6 Delmy and Antonio. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 mentioned herein, there was such a unity of interest between Delmy and Antonio on the one hand,
8 and JDA on the other hand, that the separate corporate entity of JDA should be disregarded, and
9 JDA, Delmy and Antonio should be treated merely as the alter-egos of each other. Adherence to the
10 fiction of separate existence of JDA as an entity distinct from Delmy and Antonio would permit an
11 abuse of the corporation provisions, would sanction fraud and injustice in that Delmy and Antonio
12 could evade personal liability for their wrongdoing alleged in this Complaint, and could and would
13 continue in the corporate name to perpetuate the fraudulent plan, scheme and devise alleged in this
14 Complaint. Plaintiff is further informed and believes that Delmy and Antonio and JDA failed to
15 adhere to JDA's separate identity, among other ways, as follows:

- 16 a. JDA failed to comply with corporate formalities;
- 17 b. Corporate funds were withdrawn for personal use without treating such
18 withdrawals as salaries or dividends;
- 19 c. Delmy and Antonio commingled their funds with those of JDA, and vice
20 versa;
- 21 d. Delmy and Antonio guarantied the debts of the corporation and vice versa;
- 22 e. Delmy and Antonio at all times herein mentioned, completely controlled,
23 dominated, managed and operated JDA;
- 24 f. JDA was created, and is being continued, pursuant to a fraudulent plan, and
25 devised, conceived and operated by Delmy and Antonio to defraud Plaintiff
26 and the public in general; and

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1 g. JDA is a mere shell, instrumentality and conduit, without adequate capital
2 through which Delmy and Antonio carry on the business in the corporate
3 name.

4 20. Delmy and Antonio are, on information and belief, an owner, director, officer,
5 and/or managing agent of JDA, who violated or caused to be violated any provision regulating
6 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
7 violated, or caused to be violated, Labor Code §§ 203, 226, 226.7, and 1194, and are in direct
8 violation of Labor Code § 558.1, and thus, Delmy and Antonio may be held personally liable as the
9 employer for such violations.

10 **FACTUAL BACKGROUND**

11 21. Plaintiff and other similarly situated employees have not been paid wages, including
12 overtime wages, for all time worked on multiple occasions, such that in the aggregate employees
13 are underpaid wages as a result of Defendants' pattern and practice of unevenly rounding time
14 worked by its employees.

15 22. For at least four (4) years prior to the filing of this action and through to the present,
16 Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all
17 time worked, including overtime wages, to Plaintiff and other non-exempt employees in the State
18 of California as a result of Defendants requiring them to perform off-the-clock pre-shift and post-
19 shift duties.

20 23. Defendants have had a pattern and practice of on multiple occasions failing to
21 provide Plaintiff and other similarly situated employees or former employees within the State of
22 California a thirty (30) minute uninterrupted meal period for days on which the employees worked
23 more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods
24 for days on which the employees worked in excess of ten (10) hours in a work day, and on multiple
25 occasions failing to provide compensation at the regular rate of pay for such unprovided meal
26 periods.

27 24. Defendants have had a pattern and practice of on multiple occasions failing to
28 provide Plaintiff and similarly situated employees or former employees within the State of

1 California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
2 thereof and on multiple occasions failing to provide compensation at the regular rate of pay for
3 such unprovided rest periods as required by California wage and hour laws.

4 25. Plaintiff and other similarly situated employees or former employees at all times
5 pertinent hereto were not exempt from the overtime, meal break and rest break provisions of
6 California law, and the implementing rules and regulations of the IWC California Wage Orders.

7 26. Defendants have failed to comply with Labor Code §226(a) by, on multiple
8 occasions, not providing itemized wage statements accurately showing, including but not limited
9 to, the total hours worked during the pay period at all applicable rates and premiums due and owing
10 for failure to provide meal and rest periods, as described herein.

11 27. At the time Plaintiff's employment and the employment of other former employees
12 of Defendants ended, Defendants on multiple occasions willfully failed to pay all earned wages as
13 described herein.

14 **CLASS ACTION ALLEGATIONS**

15 28. Plaintiff brings this action on behalf of herself, and all others similarly situated,
16 as a class action pursuant to California Code of Civil Procedure §382. Plaintiff seeks to represent
17 five Classes composed of and defined as follows:

18 **Non-Exempt Employee Class**

19 All current and former employees of Defendants within the State of California at
20 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
21 until the time that notice of the class action is provided to the class (collectively
referred to as "Non-Exempt Employee Class").

22 **Meal Period Class**

23 All current and former employees of Defendants within the State of California at
24 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
until the time that notice of the class action is provided to the class, who worked
shifts of 5 hours or more (collectively referred to as "Meal Period Class").

25 **Rest Period Class**

26 All current and former employees of Defendants within the State of California at
27 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
until the time that notice of the class action is provided to the class, who worked
shifts of 4 hours or more (collectively referred to as "Rest Period Class").

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1 **Late Pay Class**

2 All former employees of Defendants within the State of California at any time
3 commencing three (3) years preceding the filing of Plaintiff's complaint up until the
4 time that notice of the class action is provided to the class, who did not receive all
 their wages upon termination and or resignation of their employment (collectively
 referred to as "Late Pay Class").

5 **Wage Statement Class**

6 All current and former employees of Defendants within the State of California, to
7 whom, at any time commencing one (1) year preceding the filing of Plaintiff's
8 complaint up until the time that notice of the class action is provided to the class,
 were provided with wage statements (collectively referred to as "Wage Statement
 Class").

9 29. Plaintiff reserves the right under California Rules of Court Rule 3.765(b), to amend
10 or modify the class description with greater specificity or further division into subclasses or
11 limitation to particular issues.

12 30. This action has been brought and may properly be maintained as a class action
13 under the provisions of California Code of Civil Procedure §382 because there is a well-defined
14 community of interest in the litigation and the proposed Class is easily ascertainable.

15 A. **Numerosity**

16 31. The potential members of the Class as defined are so numerous that joinder of all
17 the members of the Class is impracticable. While the precise number of Class Members has not
18 been determined at this time, Plaintiff is informed and believes that there are over 25 Class
19 Members employed by Defendants within the State of California.

20 32. Accounting for employee turnover during the relevant periods necessarily increases
21 this number. Plaintiff alleges Defendants' employment records would provide information as to the
22 number and location of all Class Members. Joinder of all members of the proposed Class is not
23 practicable.

24 B. **Commonality**

25 33. There are questions of law and fact common to Class Members. These common
26 questions include, but are not limited to:

- 27 (1) Did Defendants violate Labor Code §1194 by not compensating Class
28 Members overtime wages?

- 1 (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class
2 Members minimum wages for all hours worked?
- 3 (3) Did Defendants violate Labor Code § 512 by not providing Class Members
4 with meal periods?
- 5 (4) Did Defendants violate Labor Code § 226.7 by not providing Class Members
6 additional wages at the regular rate of pay for missed or interrupted meal
7 periods?
- 8 (5) Did Defendants violate Labor Code §226.7 by not providing Class Members
9 additional wages at the regular rate of pay for missed rest periods?
- 10 (6) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
11 Members upon termination or resignation all wages earned?
- 12 (7) Are Defendants liable to Class Members for penalty wages under Labor
13 Code § 203?
- 14 (8) Did Defendants violate Labor Code § 226(a) by not furnishing Class
15 Members with accurate wage statements?
- 16 (9) Did Defendants violate the Unfair Competition Law, Business and
17 Professions Code §17200, *et seq.*, by its unlawful practices as alleged
18 herein?
- 19 (10) Are Class Members entitled to restitution of penalty wages under Business
20 and Professions Code § 17203?
- 21 (11) Are Class Members entitled to attorney's fees?
- 22 (12) Are Class Members entitled to interest?

23 **C. Typicality**

24 34. The claims of Plaintiff herein alleged are typical of those claims which could be
25 alleged by any member of the classes, and the relief sought is typical of the relief which would be
26 sought by each of the members of the classes in separate actions. Plaintiff and all members of the

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1 Classes sustained injuries and damages arising out of and caused by Defendants' common course of
2 conduct in violation of laws and regulations that have the force and effect of law and statutes as
3 alleged herein.

4 **D. Adequacy of Representation**

5 35. Plaintiff will fairly and adequately represent and protect the interests of the members
6 of the Classes. Counsel who represents Plaintiff is competent and experienced in litigating wage
7 and hour class actions.

8 **E. Superiority of Class Action**

9 36. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
11 questions of law and fact common to the Class predominate over any questions affecting only
12 individual members of the Class. Each member of the Class has been damaged and is entitled to
13 recovery by reason of Defendants' illegal pattern and practice of on multiple occasions failing to
14 pay overtime wages, failing to pay minimum wages, failing to provide meal and rest breaks or
15 compensation in lieu thereof, failing to provide accurate itemized wage statements, and failing to
16 pay all wages due upon termination and/or resignation,, as described herein.

17 37. Class action treatment will allow those similarly situated persons to litigate their
18 claims in the manner that is most efficient and economical for the parties and the judicial system.
19 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
20 action that would preclude its maintenance as a class action.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME WAGES**

23 **(By Plaintiff and the Class Against All Defendants)**

24 38. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs of this Complaint as though fully set forth herein.

26 39. At all times relevant to this complaint, California Labor Code §510 was in effect
27 and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours
28 in one workday and any work in excess of forty hours in any one workweek . . . shall be

1 compensated at the rate of no less than one and one-half times the regular rate of pay for an
2 employee.” Overtime pay is computed based on the regular rate of pay. The regular rate
3 of pay includes many different kinds of remuneration. Under California law, the determination of
4 regular rate of pay for purposes of determining overtime pay must include the employee’s
5 commissions, bonuses, or other non-hourly compensation.

6 40. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked
7 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than
8 forty hours in a work week and on multiple occasions these employees have not been paid overtime
9 wages, such that in the aggregate employees are underpaid overtime wages as a result of
10 Defendants’ pattern and practice of unevenly rounding time worked by its employees.

11 41. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked
12 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than
13 forty hours in a work week and on multiple occasions these employees were not paid overtime
14 wages for all hours worked as a result of, including but not limited to, Defendants requiring Plaintiff
15 and Non-Exempt Employee Class to perform off-the-clock pre-shift and post-shift duties.

16 42. Accordingly, by requiring Plaintiff and Non-Exempt Employee Class to work in
17 excess of eight hours per day and/or forty hours per week and without properly compensating
18 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code
19 §1194.

20 43. As a result of the unlawful acts of Defendants, Plaintiff and the Non-Exempt
21 Employee Class have been deprived of overtime wages in an amounts to be determined at trial, and
22 are entitled to recovery of such amounts, plus interest and penalties thereon, attorney’s fees, and
23 costs, pursuant to Labor Code §§1194 and 1199; Code of Civil Procedure §1021.5; and Civil Code
24 §3287.

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SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(By Plaintiff and the Class Against All Defendants)

44. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

45. At all relevant times, Plaintiff and the members of the Non-Exempt Employee Class were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

46. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiff and the members of the Non-Exempt Employee Class were entitled to receive minimum wages for all hours worked.

47. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt Employee Class worked for Defendants during shifts that were less than eight hours in a work day and/or less than forty hours in a work week, on multiple occasions these employees have not been paid minimum wage, such that in the aggregate employees are underpaid wages as a result of Defendants' pattern and practice of unevenly rounding time worked by its employees.

48. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt Employee Class worked for Defendants during shifts that were less than eight hours in a work day and/or less than forty hours in a work week, on multiple occasions these employees have not been paid minimum wages for all hours worked as a result of, including but not limited to, Defendants requiring Plaintiff and Non-Exempt Employee Class to perform off-the-clock pre-shift and post-shift duties.

49. Defendants failure to pay Plaintiff and members of the Non-Exempt Employee Class minimum wages for all hours worked, as described herein, is in violation of Labor Code §1197 and applicable Wage Orders. As a result of Defendants' pattern and practice, Plaintiff and members of the Non-Exempt Employee Class have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked.

50. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and members of the Non-Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages,

1 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PROVIDE MEAL PERIODS**

4 **(By Plaintiff and the Class Against All Defendants)**

5 51. Plaintiff realleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs of this Complaint as though fully set forth herein.

7 52. Pursuant to Labor Code §512, no employer shall employ an employee for a work
8 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which
9 the employee is relieved of all of his or her duties. Furthermore no employer shall employ an
10 employee for a work period of more than ten (10) hours per day without providing the employee
11 with a second meal period of not less than thirty (30) minutes in which the employee is relieved of
12 all of his or her duties. Plaintiff and other members of the Meal Period Class were on multiple
13 occasions were not provided with requisite meal periods as contemplated under the law since
14 employees would be prevented and discouraged by workplace interruptions which caused missed,
15 short and late meal periods.

16 53. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
17 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
18 Commission, the employer shall pay the employee one additional hour of pay at the employee's
19 regular rate of compensation for each work day that the meal period or rest period is not provided.

20 54. By their failure on multiple occasions to provide Plaintiff and members of the Meal
21 Period Class with the meal periods contemplated by California law, and failing to provide
22 compensation for such unprovided meal periods at the regular rate of pay, as alleged above,
23 Defendants willfully violated the provisions of Labor Code §512 and applicable Wage Orders.

24 55. As a result of Defendants' unlawful conduct Plaintiffs and the other members of the
25 Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were not
26 paid premium wages at the regular rate of pay, owed for missed meal periods.

27 56. Plaintiff and the other members of the Meal Period Class are entitled to recover the
28 full amount of their unpaid additional premium pay for missed meal periods. Pursuant to Code of

1 Civil Procedure §1021.5, Plaintiff and the other members of the Meal Period Class are entitled to
2 recover reasonable attorney's fees and costs of suit.

3 57. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Meal Period
4 Class are entitled to recover prejudgment interest on the additional premium pay owed for missed
5 meal periods.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **(By Plaintiff and the Class Against All Defendants)**

9 58. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs of this Complaint as though fully set forth herein.

11 59. California law and applicable Wage Orders require that employers "authorize and
12 permit" employees to take paid 10 minute rest periods in about the middle of each 4-hour work
13 period "or major fraction thereof." Accordingly, employees who work shifts of 3 ½ to 6 hours must
14 be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and up to 10
15 hours must be provided with 20 minutes of paid rest period, and employees who work shifts of
16 more than 10 hours must be provided 30 minutes of paid rest period. Plaintiff and other members
17 of the Rest Period Class on multiple occasions were not provided with requisite rest periods as
18 contemplated under the law.

19 60. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
20 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
21 Commission, the employer shall pay the employee one additional hour of pay at the employee's
22 regular rate of compensation for each work day that the meal period or rest period is not provided.

23 61. By their failure on multiple occasions to provide Plaintiff and other members of the
24 Rest Period Class with the rest periods contemplated by California law, and failing to provide
25 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
26 provisions of Labor Code §226.7 and applicable Wage Orders.

27 62. As a result of Defendants' unlawful conduct Plaintiff and the other members of the
28 Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not

1 paid additional premium pay, at the regular rate of pay, owed for missed rest periods.

63. Plaintiff and the other members of the Rest Period Class are entitled to recover the full amount of their unpaid additional premium pay for missed rest periods. Pursuant to Code of Civil Procedure §1021.5, Plaintiff and the other members of the Rest Period Class are entitled to recover reasonable attorney's fees and costs of suit.

6 64. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Rest Period
7 Class are entitled to recover prejudgment interest on the additional pay owed for missed rest
8 periods.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(By Plaintiff and the Class Against All Defendants)

65. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

66. At all relevant times, Plaintiff and other members of the Late Pay Class were employees of Defendants covered by Labor Code §§ 201 and 202.

16 67. Pursuant to Labor Code §§ 201 or 202, Plaintiff and other members of the Late Pay
17 Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
18 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior
19 to discharge immediately upon termination. Employees who resigned were entitled to payment of
20 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
21 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
22 unpaid at the time of resignation.

68. Defendants failed to pay Plaintiff and other members of the Late Pay Class all wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202. Plaintiff and other members of the Late Pay Class are informed and believe and thereon allege that within the applicable limitations period, Defendants on multiple occasions had a pattern and practice of not paying upon termination, the wages owed to them as a consequence of failing to pay non-exempt employees for earned wages, as described herein.

69. Defendants' failure to pay Plaintiff and members of the Late Pay Class all wages earned prior to termination in accordance with Labor Code §§ 201 and 202 was wilful. Defendants had the ability to pay all wages earned by Plaintiff and other members of the Late Pay Class at the time of termination in accordance with Labor Code §§ 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code §§ 201 and 202.

70. Pursuant to Labor Code §§ 201 and 202, Plaintiff and other members of the Late Pay Class are entitled to all wages earned prior to termination that Defendants failed to pay them.

8 71. Pursuant to Labor Code § 203, Plaintiff and other members of the Late Pay Class
9 are entitled to penalty wages from the date their earned and unpaid wages were due, upon
10 termination until paid, up to a maximum of 30 days.

72. As a result of Defendants' unlawful conduct Plaintiff and other members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination.

73. As a result of Defendants' unlawful conduct Plaintiff and the other members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid all penalty wages owed under Labor Code § 203.

74. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the other members of the Late Pay Class are entitled to recover the full amount of their unpaid wages, penalty wages under Labor Code § 203, reasonable attorney's fees, and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the other members of the Late Pay Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiff and the Class Against All Defendants)

75. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

76. At all relevant times, Plaintiff and the other members of the Wage Statement Class were employees of Defendants covered by Labor Code § 226.

1 - 77. Pursuant to Labor Code § 226(a), Plaintiff and the other members of the Wage
2 Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an
3 accurate itemized statement showing gross wages earned, net wages earned, all applicable hourly
4 rates in effect during the pay period, the corresponding number of hours worked at each hourly rate
5 by the employee, and Defendants' address on the wage statement.

6 78. Defendants failed to provide Plaintiff and the other members of the Wage
7 Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

8 79. Plaintiff and the other members of the Wage Statement Class are informed and
9 believe and thereon allege that at all relevant times, Defendants maintained and continue to
10 maintain a policy and practice of issuing wage statements that do not show, including but not
11 limited to, all hours worked, all earned wages and pay due for all hours worked at applicable rates
12 of pay. Defendants' practices resulted and continue to result in, the issuance of Wage Statements
13 to Plaintiff and other members of the Class that do not comply with the itemization requirements.

14 80. Defendants' failure to provide Plaintiff and other members of the Wage Statement
15 Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to
16 provide Plaintiff and the other members of the Wage Statement Class with accurate Wage
17 Statements, but intentionally provided wage statements that Defendants knew were not accurate.

18 81. As a result of Defendants' unlawful conduct, Plaintiff and the other members of the
19 Wage Statement Class have suffered injury. The absence of accurate information on their wage
20 statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery
21 and mathematical computations to determine the amount of wages owed, causes difficulty and
22 expense in attempting to reconstruct time and pay records, and led to submission of inaccurate
23 information about wages and amounts deducted from wages to state and federal government
24 agencies.

25 82. Pursuant to Labor Code § 226(e), Plaintiff and other members of the Wage
26 Statement Class are entitled to recover \$50 for the initial pay period during the period in which
27 violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a
28 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

83. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiff and the other members of the Wage Statement Class were entitled to recover the full amount of penalties due under Labor Code § 226(e) reasonable attorney's fees and costs of suit.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiff and Class Members Against All Defendants)

84. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

9 85. The unlawful conduct of Defendants alleged herein constitutes unfair competition
10 within the meaning of Business & Professions Code § 17200. Due to their unlawful business
11 practices in violation of the Labor Code, Defendants have gained a competitive advantage over
12 other comparable companies doing business in the state of California that comply with their
13 obligations to compensate employees in accordance with the Labor Code.

14 86. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
15 similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiff
16 and similarly situated Class Members have been deprived from being compensated overtime
17 wages, from being compensated minimum wage, from being provided meal and rest breaks or
18 compensation in lieu thereof, and from not being compensated all accrued sick pay, as described
19 herein.

87. Pursuant to Business & Professions Code § 17203, Plaintiff and similarly situated Class Members are entitled to restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest which Defendants failed to pay them but withheld and retained for themselves. Restitution of the money owed to Plaintiff and similarly situated Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

88. Plaintiff and similarly situated Class Members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

1 EIGHTH CAUSE OF ACTION

2 CIVIL PENALTIES LABOR CODE §2699 et seq.

3 (By Plaintiff and Aggrieved Employees Against All Defendants)

4 89. Plaintiff realleges and incorporate by reference all of the allegations contained
5 in the preceding paragraphs of this Complaint as though fully set forth herein.

6 90. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code §2699.3. On or about October 27, 2022, Plaintiff gave written notice to the Labor and
8 Workforce Development Agency ("LWDA") and to Defendants of the specified provisions of the
9 Labor Code alleged to have been violated and the LWDA elected not to investigate.

10 91. During the period beginning one year period preceding the filing of Plaintiff's
11 written notice to the LWDA (the "Civil Penalty Period"), Defendants violated, including but not
12 limited, to Labor Code §§200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1194.2,
13 1197, and 1197.1.

14 92. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of
15 themselves and other current and former employees, to bring a civil action to recover civil
16 penalties pursuant to the procedures specified in Labor Code §2699.3.

17 93. Pursuant to Labor Code §2699(a) and (f), Plaintiff and the aggrieved employees
18 are entitled to recover civil penalties for Defendants' violations of the specified Labor Code
19 sections during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each
20 employee per pay period for the initial violation and two hundred dollars (\$200) for each employee
21 per pay period for each subsequent violation.

22 94. In addition, pursuant to Labor Code §1197.1, subdivision (a): "Any employer or
23 other person acting either individually or as an officer, agent, or employee of another person, who
24 pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable
25 state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of
26 wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant
27 to Section 203 as follows:

28 a. For any initial violation that is intentionally committed, one hundred dollars (\$100)

1 for each unpaid employee for each pay period of which the employee is underpaid.
2 This amount shall be in addition to an amount sufficient to recover underpaid
3 wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
4 imposed pursuant to Section 203.

5 b. For each subsequent violation for the same specific offence, two hundred fifty
6 dollars (\$250) for each underpaid employee for each pay period fo which the
7 employee is underpaid regardless of whether the initial violation is intentionally
8 committed. This amount shall be in addition to an amount sufficient to recover
9 underpaid wages, liquidated damages pursuant to Section 1194.2, and any
10 applicable penalties imposed pursuant to Section 203.

11 c. Wages, liquidated damages, and any applicable penalties imposed pursuant to
12 Section 203, recovered pursuant to this section shall be paid to the affected
13 employee.”

14 Plaintiff is informed and believes, and based thereon alleges, that Defendants’ caused Plaintiff and
15 aggrieved employees not to be paid minimum wages as a result of Defendants, without limitation,
16 routinely failing to pay Plaintiff and other aggrieved employees’ wages for all hours worked or
17 otherwise under Defendants’ control due to, without limitation, routinely failing to accurately track
18 and/or pay for all hours actually worked; and engaging, suffering, or permitting employees to work
19 off the clock. As a direct and proximate result of Defendants’ conduct, Plaintiff and other
20 aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to
21 Labor Code §1197.1.

22 95. In addition to the civil penalties recoverable under Labor Code §2699(a) and
23 (f), to the extent permitted by law, Defendants’ failure to pay Plaintiff and other aggrieved
24 employees timely wages for all hours worked, entitles Plaintiff to seek separate civil penalties for
25 Defendants’ violation of Labor Code §§ 204 and 210. Specifically, Defendants failed to pay all
26 wages owed within seven days of the close of the payroll period in accordance with Labor Code
27 §204(d). Labor Code §210 (a) provides that “in addition to, and entirely independent and apart
28 from, any other penalty provided in this article, every person who fails to pay the wages of each

1 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) for
2 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for
3 each subsequent violation, or any wilful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”
5 Accordingly, Plaintiff and aggrieved employees are entitled to recover civil penalties for violations
6 of Labor Code §§ 204 and 210.

7 96. Lastly, pursuant to Labor Code § 558 any employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the Industrial Welfare Commission
10 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
11 each underpaid employee for each pay period for which the employee was underpaid in addition to
12 an amount sufficient to recover underpaid wages; and (2) For each subsequent violation, one
13 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
14 was underpaid in addition to an amount sufficient to recover underpaid wages. As indicated
15 herein, Plaintiff and aggrieved employees were underpaid wages as a result of the asserted Labor
16 Code violations and therefore are entitled to recover civil penalties under Labor Code §558.

17 97. Pursuant to Labor Code §2699(g), Plaintiff and the aggrieved employees are
18 entitled to an award of reasonable attorneys' fees and costs in connection with their claims for civil
19 penalties.

PRAYER

21 WHEREFORE, Plaintiff on behalf of herself and all others similarly situated, prays for
22 judgment against Defendants as follows:

- 23 A. An order certifying that Plaintiff may pursue her claims against Defendants as a
24 class action on behalf of the Class Members;
- 25 B. An order appointing Plaintiff as Class representative and appointing Plaintiff's
26 counsel as class counsel;
- 27 C. Penalties for inaccurate wage statements under Labor Code §226(e);
- 28 D. Damages for unpaid wages under Labor Code §§201 or 202;

- 1 E. Damages for unpaid penalty wages under Labor Code §203;
2 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;
3 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;
4 H. Damages for minimum wages;
5 I. Damages for premium wages;
6 J. Liquidated damages for unpaid minimum wages;
7 K. Damages for unpaid overtime wages under Labor Code §1194;
8 L. Civil Penalties under Labor Code §§ 210, 558, 1197.1, 2699(a)-(f);
9 M. Restitution under Business and Professions Code §17203;
10 N. Pre-judgment interest;
11 O. Costs;
12 P. Reasonable attorney's fees; and
13 Q. Such other and further relief as the Court deems just and proper
14

15 DATED: August 29, 2025

THE NOURMAND LAW FIRM, APC

16
17 By:



Michael Nourmand, Esq.
James A. De Sario, Esq.
Attorneys for Plaintiff