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Attorneys for Plaintiff DIANA BANUELOS VELASQUEZ,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF MONTEREY**

DIANA BANUELOS VELASQUEZ, on behalf of  
herself and current and former aggrieved  
employees

Plaintiff,

vs.

MANN PACKING CO., INC.; and DOES 1 to  
100, inclusive,

Defendants.

Case No.: 25CV004157

**CLASS AND PAGA ACTION**

**PLAINTIFF DIANA BANUELOS  
VELASQUEZ'S AMENDED  
COMPLAINT FOR:**

- 1. FAILURE TO PAY WAGES  
FOR ALL HOURS WORKED  
AT MINIMUM WAGE IN  
VIOLATION OF LABOR  
CODE SECTIONS 1194 AND  
1197**
- 2. FAILURE TO PAY  
OVERTIME WAGES FOR  
DAILY OVERTIME WORKED  
AND/OR FAILURE TO PAY  
OVERTIME WAGES IN  
VIOLATION OF LABOR  
CODE SECTIONS 510 AND  
1194**
- 3. FAILURE TO AUTHORIZE  
OR PERMIT MEAL PERIODS  
IN VIOLATION OF LABOR  
CODE SECTIONS 512 AND  
226.7**
- 4. FAILURE TO AUTHORIZE  
OR PERMIT REST PERIODS  
IN VIOLATION OF LABOR  
CODE SECTION 226.7**

5. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
6. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
7. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
8. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTIONS 2698, ET SEQ.**

**COMES NOW** Plaintiff DIANA BANUELOS VELASQUEZ (“Plaintiff”), who alleges and complains against Defendants MANN PACKING CO., INC. and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

**I. INTRODUCTION**

1. This is a class action lawsuit and Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”) representative action associated with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours worked at minimum wage; failure to pay overtime wages at the proper rate of overtime pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff brings this action on behalf of the State of California, herself, other similarly

1 situated, and other current and former aggrieved employees of Defendants who worked as hourly  
2 non-exempt employees in California during the relevant time period seeking unpaid wages and  
3 interest thereon for failure to pay wages for all hours worked at minimum wage; failure to pay  
4 overtime wages; failure to authorize or permit all legally required and/or compliant meal periods or  
5 pay meal period premium wages; failure to authorize or permit all legally required and/or compliant  
6 rest periods or pay rest period premium wages; statutory penalties for failure to provide accurate  
7 wage statements; statutory waiting time penalties in the form of continuation wages for failure to  
8 timely pay employees all wages due upon separation of employment; injunctive relief and other  
9 equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and 1194;  
10 costs; and interest brought on behalf of Plaintiff and others similarly situated; civil penalties  
11 associated with Defendants' violation of the Labor Code based on Defendants' failure to pay wages  
12 for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay;  
13 failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all  
14 legally required and/or compliant meal periods or pay meal period premium wages; failure to  
15 authorize or permit all legally required and/or compliant rest periods or pay rest period premium  
16 wages; statutory penalties for failure to timely pay earned wages during employment; statutory  
17 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the  
18 form of continuation wages for failure to timely pay employees all wages due upon separation of  
19 employment. Plaintiff experienced these violations personally, as well as is informed and believes  
20 other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice  
21 to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees  
22 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of  
23 California, and others aggrieved.

## 24 **II. JURISDICTION AND VENUE**

25 1. This Court has jurisdiction over Plaintiff's and putative class members' claims for  
26 failure to pay wages for all hours worked at minimum wage; failure to pay overtime wages; failure  
27 to authorize or permit all legally required and/or compliant meal periods or pay meal period  
28 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or

1 pay rest period premium wages; statutory penalties for failure to provide accurate wage statements;  
2 statutory waiting time penalties in the form of continuation wages for failure to timely pay  
3 employees all wages due upon separation of employment; and claims for injunctive relief and  
4 restitution under California Business and Professions Code sections 17200, *et seq.*, for the following  
5 reasons: Defendants operate throughout California; Defendants employed Plaintiff and putative  
6 class members in locations throughout California, including but not limited to Monterey County, at  
7 49 Katherine Street, Gonzales, CA 93926; more than two-thirds of putative class members are  
8 California citizens; the principal violations of California law occurred in California; the conduct of  
9 Defendants forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff  
10 and putative class members seek significant relief from Defendants.

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
14 non-exempt employees, and the State of California in excess of thirty-five thousand dollars  
15 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
18 California, including but not limited to Monterey County, at 49 Katherine Street, Gonzales, CA  
19 93926.

### 20 **III. PARTIES**

21 1. Plaintiff brings this action on behalf of herself and other members of the general  
22 public similarly situated. Plaintiff further brings this action as a representative of the Labor and  
23 Workforce Development Agency on behalf of herself and other current and former employees  
24 subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this  
25 action is filed include current, former and/or future employees of Defendants who work, worked, or  
26 will work for Defendants as direct employees as well as temporary employees employed through  
27 temp agencies as hourly non-exempt employees in California. At all times mentioned herein, the  
28 currently named Plaintiff is and was domiciled and a resident and citizen of California and was

1 employed by Defendants in an hourly position at Defendants' location in Monterey from in or  
2 around May of 2007 until on or about April of 2025.

3 2. Plaintiff is informed and believes and thereon alleges that Defendants employed her  
4 and other hourly non-exempt employees throughout the State of California and therefore their  
5 conduct forms a significant basis of the claims asserted in this matter.

6 3. Plaintiff is informed and believes and thereon alleges that Defendant MANN  
7 PACKING CO., INC. is authorized to do business within the State of California and is doing  
8 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant  
9 hereto were persons acting on behalf of Defendant MANN PACKING CO., INC. in the  
10 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.  
11 Defendant MANN PACKING CO., INC. operates in Monterey County and employed Plaintiff and  
12 aggrieved employees in Monterey County, including but not limited to, at 49 Katherine Street,  
13 Gonzales, CA 93926.

14 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
15 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
16 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
17 Plaintiff,aggrieved employees, and putative class members to work, and exercised control over the  
18 wages, hours and working conditions of employment of Plaintiff, aggrieved employees, and putative  
19 class members.

20 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
21 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
22 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
23 supervisor, independent contractor and/or employee of each defendant who violated or caused to be  
24 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
25 Industrial Welfare Commission's wage orders regulating hours and days of work.

26 6. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
27 sues said defendants by said fictitious names, and will amend this complaint when the true names  
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
2 named defendants is in some manner responsible for the events and allegations set forth in this  
3 complaint.

4 7. Plaintiff is informed and believes and thereon alleges that at all relevant times, each  
5 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,  
6 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
7 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
8 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all  
9 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this  
10 Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted  
11 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,  
12 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,  
13 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"  
14 means "Defendants and each of them," and refers to the Defendants named in the particular cause  
15 of action in which the word appears and includes Defendant MANN PACKING CO., INC.; and  
16 DOES 1 to 100, inclusive.

17 8. At all times mentioned herein, each Defendants was the co-conspirator, agent,  
18 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the  
19 course and scope of said conspiracy, agency, employment, and/or joint venture and with the  
20 permission and consent of each of the other Defendants.

21 9. Plaintiff makes the allegations in this complaint without any admission that, as to  
22 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff  
23 reserves all of Plaintiff's right to plead in the alternative.

#### 24 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

25 3. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order  
26 ("Wage Order"), codified at California Code of Regulations, title 8, section 11010, Defendants are  
27 employers of Plaintiff within the meaning of Wage Order 1 and applicable Labor Code sections.  
28 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of

herein in violation of the Wage Order and the Labor Code.

4. **Failure to pay wages for all hours worked at the legal minimum wage:**

Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under the control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

5. Labor Code sections 1194 and 1197 require an employer to compensate employees for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

6. Plaintiff and similarly situated hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

(a) Requiring Plaintiff and similarly situated employees to undergo off-the-clock security badge check at parking lot; and

(b) Plaintiff and similarly situated employees were not paid for the time spent traveling from the parking lot to the designated clock-in station.

7. Plaintiff and similarly situated employees were not paid for this time resulting in Defendants’ failure to pay minimum wage for all the hours Plaintiff and similarly situated employees worked.

8. Therefore, Defendants suffered, permitted, and required their hourly non-exempt employees to be subject to Defendants’ control without paying wages for that time. This resulted in Plaintiff and similarly situated employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

9. **Failure to pay wages for overtime hours worked at the overtime rate of pay and/or failure to pay overtime wages at the proper overtime rate of pay:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an

1 employer is required to pay hourly employees for all “hours worked,” which includes all time that  
2 an employee is under the control of the employer and all time the employee is suffered or permitted  
3 to work. This includes the time an employee spends, either directly or indirectly, performing services  
4 which inure to the benefit of the employer.

5 10. Labor Code sections 510 and 1194 and Wage Order 1 require an employer to  
6 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a  
7 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work  
8 in a workweek:

9 Any work in excess of eight hours in one workday and any work in excess of 40  
10 hours in any one workweek and the first eight hours worked on the seventh day of  
11 work in any one workweek shall be compensated at the rate of no less than one and  
12 one-half times the regular rate of pay for an employee. Any work in excess of 12  
13 hours in one day shall be compensated at the rate of no less than twice the regular  
14 rate of pay for an employee. In addition, any work in excess of eight hours on any  
15 seventh day of a workweek shall be compensated at the rate of no less than twice the  
16 regular rate of pay of an employee.

17 Labor Code section 510; Wage Order 1, §3.

18 11. Defendants failed to pay Plaintiff and similarly situated employees all wages at the  
19 applicable minimum wage for all hours worked due to Defendants’ policies, practices, and/or  
20 procedures including, but not limited to:

21 (a) Requiring Plaintiff and similarly situated employees to undergo off-the-clock  
22 security badge check at parking lot;

23 (b) Plaintiff and similarly situated employees were not paid for the time spent traveling  
24 from the parking lot to the designated clock-in station

25 12. Plaintiff and similarly situated employees were not paid for this time.

26 13. To the extent the employees had already worked 8 hours in the day and on  
27 workweeks they had already worked 40 hours in a workweek, the employees should have been paid  
28 overtime for this unpaid time. This resulted in hourly non-exempt employees working time which  
should have been paid at the legal overtime rate but was not paid any wages in violation of Labor  
Code sections 510, 1194, and Wage Order 1.

14. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants



1 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime  
2 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

3       15.     **Failure to authorize or permit all legally required and compliant meal periods**  
4 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-  
5 exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer  
6 than five (5) hours in length and shifts longer than ten (10) hours in length.

7       16.     California law requires an employer to authorize or permit an uninterrupted meal  
8 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work  
9 and a second meal period no later than the employee's tenth hour of work. Labor Code section 512;  
10 Wage Order 1, §11. If the employee is not relieved of all duties during a meal period, the meal  
11 period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty"  
12 meal period is only permitted when (1) the nature of the work prevents an employee from being  
13 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.  
14 If the employee is not free to leave the work premises or worksite during the meal period, even if  
15 the employee is relieved of all other duty during the meal period, the employee is subject to the  
16 employer's control and the meal period is counted as time worked. If an employer fails to provide  
17 an employee a meal period in accordance with the law, the employer must pay the employee one  
18 (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and  
19 compliant meal period was not provided. Labor Code section 226.7; Wage Order 1, §11.

20       17.     Here, Plaintiff and similarly situated employees worked shifts long enough to entitle  
21 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,  
22 and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and  
23 similarly situated employees of no less than thirty (30) minutes for each five-hour period of work  
24 as required by law. Such policies, practices, and/or procedures included, but were not limited to:

25             (a) Failing to provide Plaintiff and similarly situated employees timely, uninterrupted,  
26 duty-free meal breaks of at least 30 minutes for every five hours worked due to chronic  
27 understaffing.

28       18.     Additionally, Defendants failed to pay Plaintiff and similarly situated employees a

1 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation  
2 for each workday the employees did not receive all legally required and compliant meal periods.  
3 Defendants employed policies and procedures which ensured that employees did not receive any  
4 meal period premium wages to compensate them for workdays in which they did not receive all  
5 legally required and compliant meal periods.

6 19. The aforementioned policies, practices, and/or procedures of Defendants resulted in  
7 Plaintiff and similarly situated employees not being provided with all legally required and compliant  
8 meal periods and/or not receiving premium wages to compensate them for such instances, all in  
9 violation of California law.

10 20. **Failure to authorize and permit all legally required and compliant rest periods**  
11 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,  
12 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half  
13 (3.5) hours.

14 21. California law requires every employer to authorize and permit an employee a rest  
15 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code  
16 section 226.7; Wage Order 1, §12. If the employer fails to authorize or permit a required rest period,  
17 the employer must pay the employee one (1) hour of pay at the employee's regular rate of  
18 compensation for each workday the employer did not authorize or permit a legally required rest  
19 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three  
20 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30  
21 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*  
22 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 1, §12.  
23 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 1, §12.  
24 Additionally, the rest period requirement "obligates employers to permit – and authorizes employees  
25 to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.  
26 That is, during rest periods employers must relieve employees of all duties and relinquish control  
27 over how employees spend their time. *Id.*

28 22. In this case, Plaintiff and similarly situated employees regularly worked shifts of

1 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,  
2 and/or procedures that resulted in their failure to authorize or permit all legally required and  
3 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or  
4 procedures included, but were not limited to:

5 (a) Failing to provide Plaintiffs and similarly situated employees with net ten (10)  
6 minute rest breaks for every four (4) hours worked or major fraction thereof due to chronic  
7 understaffing.

8 23. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a  
9 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for  
10 each workday the employees did not receive all legally required and compliant rest periods.  
11 Defendants employed policies and procedures which ensured that employees did not receive any  
12 rest period premium wages to compensate them for workdays in which they did not receive all  
13 legally required and compliant rest periods.

14 24. The aforementioned policies, practices, and/or procedures of Defendants resulted in  
15 Plaintiff and similarly situated employees not being provided with all legally required and compliant  
16 rest periods and/or not receiving premium wages to compensate them for such instances, all in  
17 violation of California law.

18 25. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,  
19 *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish each of his  
20 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours  
21 worked by the employee, except for any employee whose compensation is solely based on a salary  
22 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable  
23 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any  
24 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that  
25 all deductions made on written orders of the employee may be aggregated and shown as one item,  
26 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)  
27 the name of the employee and his or her social security number, (8) the name and address of the  
28 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period

1 and the corresponding number of hours worked at each hourly rate by the employee.”

2       26. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to  
3 provide accurate wage and hour statements to him and other similarly situated employees who were  
4 subject to Defendants’ control for uncompensated time and who did not receive all their earned  
5 wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
6 premium wages), in violation of Labor Code section 226.

7       27. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages  
8 timely after an employee’s employment ends. The wages are due immediately upon termination or  
9 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

10       28. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that  
11 she, and on information and belief, other similarly situated employees, were not paid their final  
12 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours  
13 worked, overtime wages for overtime hours worked, meal period premium wages, and/or rest period  
14 premium wages (all described above), were not paid at the time of Plaintiff’s and other similarly  
15 situated employees’ separation of employment, whether voluntarily or involuntarily, as required by  
16 Labor Code sections 201, 202, and 203.

17 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

18       29. Plaintiff brings this action on behalf of herself, on behalf of others similarly situated,  
19 and on behalf of the general public, and as members of a Class defined as follows:

20           A. **Minimum Wage Class:** All current and former hourly non-exempt  
21 employees employed by Defendants as direct employees as well as temporary employees employed  
22 through temp agencies in California at any time from four (4) years prior to the filing of the initial  
23 Complaint in this matter through the date notice is mailed to a certified class who were not paid at  
24 least minimum wage for all time they were subject to Defendants’ control.

25           B. **Overtime Class:** All current and former hourly non-exempt employees  
26 employed by Defendants as direct employees as well as temporary employees employed through  
27 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint  
28 in this matter through the date notice is mailed to a certified class who worked more than eight (8)

1 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom  
2 Defendants did not pay overtime wages.

3 C. **Meal Period Class:** All current and former hourly non-exempt employees  
4 employed by Defendants as direct employees as well as temporary employees employed through  
5 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint  
6 in this matter through the date notice is mailed to a certified class who worked shifts more than five  
7 (5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less  
8 than thirty (30) minutes.

9 D. **Rest Period Class:** All current and former hourly non-exempt employees  
10 employed by Defendants as direct employees as well as temporary employees employed through  
11 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint  
12 in this matter through the date notice is mailed to a certified class who worked shifts of at least three-  
13 and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net ten (10) minutes  
14 for every four (4) hours worked or major fraction thereof.

15 E. **Wage Statement Class:** All current and former hourly non-exempt  
16 employees employed by Defendants as direct employees as well as temporary employees employed  
17 through temp agencies in California at any time from one (1) year prior to the filing of the initial  
18 Complaint in this action through the date notice is mailed to a certified class who received inaccurate  
19 or incomplete wage and hour statements.

20 F. **Waiting Time Class:** All current and former hourly non-exempt employees  
21 employed by Defendants as direct employees as well as temporary employees employed through  
22 temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint  
23 in this action through the date notice is mailed to a certified class who did not receive payment of  
24 all unpaid wages upon separation of employment within the statutory time period.

25 G. **California Class:** All aforementioned classes are herein collectively referred  
26 to as the "California Class."

27 30. There is a well-defined community of interest in the litigation and the classes are  
28 ascertainable:

1           A.     **Numerosity:** While the exact number of class members in each class is  
2 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of  
3 all members is impractical under the circumstances of this case.

4           B.     **Common Questions Predominate:** Common questions of law and fact exist  
5 as to all members of the Plaintiff classes and predominate over any questions that affect only  
6 individual members of each class. The common questions of law and fact include, but are not limited  
7 to:

8                   i.     Whether Defendants violated Labor Code sections 1194 and 1197 by  
9 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members  
10 were subject to Defendants' control;

11                   ii.    Whether Defendants violated Labor Code sections 510 and 1194 by  
12 not paying the Overtime Class Members at the applicable overtime rate for working in excess of  
13 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in  
14 a workweek;

15                   iii.   Whether Defendants violated Labor Code sections 512 and 226.7, as  
16 well as the applicable Wage Order, by employing the Meal Period Class Members without providing  
17 all compliant and/or required meal periods and/or paying meal period premium wages;

18                   iv.    Whether Defendants violated Labor Code section 226.7 by employing  
19 the Rest Period Class Members without providing all compliant and/or required rest periods and/or  
20 paying rest period premium wages;

21                   v.     Whether Defendants failed to provide the Wage Statement Class  
22 Members with accurate itemized statements at the time they received their itemized statements;

23                   vi.    Whether Defendants failed to provide the Waiting Time Class  
24 Members with all of their earned wages upon separation of employment within the statutory time  
25 period;

26                   vii.   Whether Defendants committed unlawful business acts or practice  
27 within the meaning of Business and Professions Code sections 17200, *et seq.*;

28                   viii.   Whether Class Members are entitled to unpaid wages, penalties, and

1 other relief pursuant to their claims;

2 ix. Whether, as a consequence of Defendants' unlawful conduct, the  
3 Class Members are entitled to restitution, and/or equitable relief; and

4 x. Whether Defendants' affirmative defenses, if any, raise any common  
5 issues of law or fact as to Plaintiff and as to Class Members as a whole.

6 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members  
7 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising  
8 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were  
9 subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained  
10 damages arising out of Defendants' failure to pay overtime wages for overtime hours worked.  
11 Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure  
12 to provide non-exempt employees with all required meal periods and/or meal periods that were duty-  
13 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as  
14 compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of  
15 Defendants' failure to provide non-exempt employees with all required rest periods and/or rest  
16 periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium  
17 wages as compensation. Plaintiff and members of the Wage Statement Class sustained damages  
18 arising out of Defendants' failure to furnish them with accurate itemized wage statements in  
19 compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class  
20 sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due  
21 upon separation of employment within the statutory time limit.

22 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the  
23 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the  
24 other class members.

25 E. **Superiority:** A class action is superior to other available means for the fair  
26 and efficient adjudication of this controversy. Because individual joinder of all members of each  
27 class is impractical, class action treatment will permit a large number of similarly situated persons  
28 to prosecute their common claims in a single forum simultaneously, efficiently, and without the

unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

#### **FIRST CAUSE OF ACTION**

##### **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

###### **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

31. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

32. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were hourly non-exempt employees of Defendants.

33. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

34. Defendants' policies, practices, and/or procedures required Plaintiff and the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.



35. Defendants employed policies, practices, and/or procedures including, but not limited to:

(a) Requiring Plaintiff and the Minimum Wage Class to undergo off-the-clock security badge check at parking lot; and

(b) Plaintiff and the Minimum Wage Class were not paid for the time spent traveling from the parking lot to the designated clock-in station.

36. Plaintiff and the Minimum Wage Class were not paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class worked.

37. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

38. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

## SECOND CAUSE OF ACTION

## FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

## SECTIONS 510 and 1194

**(Against All Defendants by Plaintiff and the Overtime Class)**

39. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

40. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 1.

41. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 1, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

1           42.     Labor Code section 510, subdivision (a), states in relevant part:

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

13          43.     Further, Labor Code section 1198 provides,

14          The maximum hours of work and the standard conditions of labor fixed by the  
15          commission shall be the maximum hours of work and the standard conditions of labor  
16          for employees. The employment of any employee for longer hours than those fixed  
17          by the order or under conditions of labor prohibited by the order is unlawful.

18          44.     Despite California law requiring employers to pay employees a higher rate of pay for  
19          all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,  
20          and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to  
21          Plaintiff and the Overtime Class for their daily overtime hours worked.

22          45.     Specifically, Defendants' employed policies, practices, and/or procedures including,  
23          but not limited to:

24                  (a) Requiring Plaintiff and the Overtime Class to undergo off-the-clock security badge  
25          check at parking lot; and

26                  (b) Plaintiff and the Overtime Class were not paid for the time spent traveling from the  
27          parking lot to the designated clock-in station.

28          46.     Plaintiff and the Overtime Class were not paid for this time.

29          47.     To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime  
30          Class being subject to the control of Defendants when they worked more than eight (8) hours in a  
31          workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants  
32          failed to pay them at their overtime rate of pay for all the overtime hours they worked.

33          48.     As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class  
34          suffered damages in an amount subject to proof, to the extent that they were not paid at their

overtime rate of pay for all hours worked which constitute overtime.

49. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

### **THIRD CAUSE OF ACTION**

#### **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**

##### **(Against All Defendants by Plaintiff and the Meal Period Class)**

50. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

51. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

52. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

53. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle them to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and

1 the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as  
2 required by law. Such policies, practices, and/or procedures included, but were not limited to:

3 (a) Failing to provide Plaintiff and the Meal Period Class timely, uninterrupted, duty-  
4 free meal breaks of at least 30 minutes for every five hours worked due to chronic understaffing.

5 54. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)  
6 hour of pay at their regular rate of pay for each workday they did not receive all legally required and  
7 legally compliant meal periods. Defendants lacked a policy and procedure for compensating  
8 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally  
9 required and legally compliant meal periods.

10 55. Defendants' unlawful conduct alleged herein occurred in the course of employment  
11 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this  
12 Complaint.

13 56. Because Defendants failed to provide employees with meal periods in compliance  
14 with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of  
15 additional pay at the regular rate of compensation for each workday that Defendants did not provide  
16 all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and  
17 the Wage Order.

18 57. Plaintiff, on behalf of herself and the Meal Period Class seeks damages and all other  
19 relief allowable, including a meal period premium wage for each workday Defendants failed to  
20 provide all legally required and legally compliant meal periods, plus pre-judgment interest.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**  
23 **OF LABOR CODE SECTION 226.7**

24 **(Against All Defendants by Plaintiff and the Rest Period Class)**

25 58. Plaintiff incorporates by reference and re-alleges each and every allegation contained  
26 in this pleading as though fully set forth herein.

27 59. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were  
28 employees of Defendants, covered by Labor Code section 226.7 and Wage Order 1.

60. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 1, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.” Wage Order 1, §12; Labor Code section 226.7.

61. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included, but were not limited to:

(a) Failing to provide Plaintiff and the Rest Period Class with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof due to chronic understaffing.

62. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required and legally compliant rest periods. Defendants lacked a policy and procedure for compensating Plaintiff and the Rest Period Class with premium wages when they did not receive all legally required and legally compliant rest periods.

63. Defendants’ unlawful conduct alleged herein occurred in the course of employment

1 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this  
2 Complaint.

3 64. Because Defendants failed to provide employees with rest periods in compliance  
4 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of  
5 additional pay at the regular rate of compensation for each workday that Defendants did not provide  
6 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the  
7 Wage Order.

8 65. Plaintiff, on behalf of herself and the Rest Period Class seeks damages and all other  
9 relief allowable, including a rest period premium wage for each workday Defendants failed to  
10 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**  
13 **VIOLATION OF LABOR CODE SECTION 226**

14 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

15 66. Plaintiff incorporates by reference and re-alleges each and every allegation contained  
16 in this pleading as though fully set forth herein.

17 67. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were  
18 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

19 68. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage  
20 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an  
21 itemized wage statement accurately stating the following:

22 (1) gross wages earned, (2) total hours worked by the employee, except for any  
23 employee whose compensation is solely based on a salary and who is exempt from  
24 payment of overtime under subdivision (a) of Section 515 or any applicable order of  
25 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any  
26 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
27 provided that all deductions made on written orders of the employee may be  
28 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the  
period for which the employee is paid, (7) the name of the employee and his or her  
social security number, except that by January 1, 2008, only the last four digits of his  
or her social security number or an employee identification number other than a social  
security number may be shown on the itemized statement, (8) the name and address  
of the legal entity that is the employer, and (9) all applicable hourly rates in effect  
during the pay period and the corresponding number of hours worked at each hourly  
rate by the employee.

1           69. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to  
2 provide accurate wage and hour statements to her and the Wage Statement Class who were subject  
3 to Defendants' control for uncompensated time and who did not receive all their earned wages  
4 (including minimum wages, overtime wages, meal period premium wages, and/or rest period  
5 premium wages), in violation of Labor Code section 226.

6           70. Defendants provided Plaintiff and the Wage Statement Class with itemized  
7 statements which stated inaccurate information including, but not limited to, the number of hours  
8 worked, the gross wages earned, and the net wages earned.

9           71. Defendants' failure to provide Plaintiff and the Wage Statement Class with accurate  
10 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and  
11 the Wage Statement Class with accurate wage statements but intentionally provided wage  
12 statements they knew were not accurate. Defendants knowingly and intentionally put in place  
13 practices which deprived employees of wages and resulted in Defendants knowingly and  
14 intentionally providing inaccurate wage statements. These practices included Defendants' failure to  
15 include all hours worked and all wages due.

16           72. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class  
17 have suffered injury. The absence of accurate information on their wage statements has prevented  
18 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical  
19 computations to determine the amount of wages owed, and will cause difficulty and expense in  
20 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of  
21 inaccurate information about wages and amounts deducted from wages to state and federal  
22 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate  
23 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class  
24 from having to reconstruct time and pay records than if Defendants had complied with their legal  
25 obligations.

26           73. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are  
27 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226  
28 violation occurred and one hundred dollars per employee per violation for each subsequent pay

period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

74. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code section 226(a). Injunctive relief is warranted because Defendants continue to provide currently employed Wage Statement Class members with inaccurate wage statements in violation of Labor Code section 226(a) and currently employed Wage Statement Class members have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with Labor Code section 226(a).

75. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement Class are entitled to recover the full amount of penalties due under section 226(e), reasonable attorneys' fees, and costs of suit.

#### **SIXTH CAUSE OF ACTION**

#### **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

#### **(Against All Defendants by Plaintiff and the Waiting Time Class)**

76. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

77. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were employees of Defendants, covered by Labor Code sections 201 and 202.

78. An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation. *Id.*

79. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time Class, with all wages earned and unpaid prior to separation of employment, in accordance with either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at



1 all relevant times within the limitations period applicable to this cause of action, Defendants  
2 maintained a policy or practice of not paying hourly employees all earned wages timely upon  
3 separation of employment.

4 80. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned  
5 prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was  
6 willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of  
7 employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies  
8 or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants'  
9 practices include failing to pay at least minimum wage for all time worked, overtime wages for all  
10 overtime hours worked, meal period premium wages, and/or rest period premium wages. When  
11 Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon  
12 separation of employment, they knew what they were doing and intended to do what they did.

13 81. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time  
14 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to  
15 pay them.

16 82. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled  
17 to continuation of their wages, from the day their earned and unpaid wages were due until paid, up  
18 to a maximum of thirty (30) days.

19 83. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have  
20 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages  
21 earned prior to separation of employment.

22 84. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have  
23 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation  
24 wages owed under Labor Code section 203.

25 85. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their  
26 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and  
27 reasonable attorney's fees and costs under Labor Code section 218.5.  
28

**SEVENTH CAUSE OF ACTION**  
**UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**  
**CODE SECTIONS 17200, ET SEQ.**

**(Against All Defendants by Plaintiff and the California Class)**

86. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

87. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages;; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the California Class have suffered injury in fact and lost money or property, as described in more detail above.

89. Pursuant to Business and Professions Code section 17203, Plaintiff and the California Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class

1 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each  
2 of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable  
3 attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

4 **EIGHT CAUSE OF ACTION**

5 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**  
6 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

7 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**  
8 **Other Current and Former Aggrieved Employees)**

9 90. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10 91. During Plaintiff's employment and continuing through the present, Plaintiff  
11 alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512,  
12 1194, 1197, 1198, 6401.7, 6401.9, and the applicable Wage Orders.

13 92. Specifically, Defendants have committed the following violations of California  
14 Labor Code:

15 93. **Failure to pay wages for all hours worked at the legal minimum wage:**  
16 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
17 employees. In California, an employer is required to pay hourly employees for all "hours  
18 worked," which includes all time that an employee is under control of the employer and all time  
19 the employee is suffered and permitted to work. This includes the time an employee spends,  
20 either directly or indirectly, performing services which inure to the benefit of the employer.

21 94. Labor Code sections 1194 and 1197 require an employer to compensate  
22 employees for all "hours worked" at least at a minimum wage rate of pay as established by the  
23 IWC and the Wage Orders.

24 95. In this case, Plaintiff and other current and former aggrieved California-based  
25 hourly non-exempt employees worked more minutes per shift than Defendants credited them  
26 with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former  
27 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum  
28 wage for all hours worked due to Defendants' policies, practices, and/or procedures including,

1 but not limited to:

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
3 non-exempt employees to undergo off-the-clock security bag check at parking lot; and

4 (b) Plaintiff and other current and former aggrieved California-based hourly non-exempt  
5 employees were not paid for the time spent traveling from the parking lot to the designated clock-  
6 in station.

7 96. Therefore, Defendants suffered, permitted, and required Plaintiff and other  
8 current and former aggrieved California-based hourly non-exempt employees to be subject to  
9 Defendants' control without paying wages for that time. This resulted in Plaintiff and other  
10 current and former aggrieved California-based hourly non-exempt employees working time for  
11 which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197  
12 and the applicable Wage Order.

13 97. Employee is further informed and believes, and based thereon alleges, that  
14 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or  
15 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section  
16 2699(f)(2)(B)(ii).

17 98. **Failure to pay wages for overtime hours worked at the overtime rate of pay**  
18 **and/or failure to pay overtime wages at the proper rate of pay:** Defendants employed many  
19 of their employees, including Plaintiff, as hourly non-exempt employees. In California, an  
20 employer is required to pay hourly employees for all "hours worked," which includes all time  
21 that an employee is under control of the employer and all time the employee is suffered and  
22 permitted to work. This includes the time an employee spends, either directly or indirectly,  
23 performing services that inure to the benefit of the employer.'

24 99. Labor Code sections 510 and 1194 require an employer to compensate employees  
25 a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of  
26 forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

27 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours  
28 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in  
any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half  
(1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours

1 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay  
2 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a  
workweek shall be compensated at the rate of no less than twice the regular rate of pay of an  
employee.

3 Labor Code section 510.

4 100. In this case, Defendants failed to pay Plaintiff and other current and former  
5 aggrieved California-based hourly non-exempt employees overtime wages for all overtime  
6 hours worked due to Defendants' policies, practices, and/or procedures including, but not  
7 limited to:

8 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly  
9 non-exempt employees to undergo off-the-clock security bag check at parking lot; and

10 (b) Plaintiff and other current and former aggrieved California-based hourly non-  
11 exempt employees were not paid for the time spent traveling from the parking lot to the designated  
12 clock-in station.

13 101. Employee is further informed and believes, and based thereon alleges, that  
14 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or  
15 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section  
16 2699(f)(2)(B)(ii).

17 102. The foregoing policies, practices, and/or procedures resulted in time during each  
18 workday that Plaintiff and other current and former aggrieved California-based hourly non-  
19 exempt employees were under the control of Defendants but were not compensated. To the  
20 extent that the foregoing uncompensated time occurred when Plaintiff and other current and  
21 former aggrieved California-based hourly non-exempt employees worked more than eight (8)  
22 hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a  
23 workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours  
24 worked, in violation of Labor Code sections 510, 1194 and 1198, and the applicable Wage  
25 Order.

26 103. **Failure to pay wages to hourly non-exempt employees for workdays that**  
27 **Defendants failed to provide legally required and compliant meal periods and/or failure to**  
28 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and  
2 shifts of more than ten (10) hours in length.

3 104. California law requires an employer to authorize or permit an employee an  
4 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved  
5 of all duties and the employer relinquishes control over the employee's activities prior to the  
6 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 1 at  
7 §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may  
8 not employ an employee for a work period of more than ten (10) hours per day without providing  
9 the employee with a second such meal period of not less than thirty (30) minutes prior to the  
10 start of the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal  
11 period, the meal period shall be considered an "on duty" meal period and counted as time  
12 worked. A paid "on duty" meal period is only permitted when: (1) the nature of the work  
13 prevents an employee from being relieved of all duty; and (2) the parties have a written  
14 agreement agreeing to on-duty meal periods.

15 105. If an employer fails to provide an employee a meal period in accordance with the  
16 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of  
17 pay for each workday that a legally required and compliant meal period was not provided. Labor  
18 Code sections 226.7 and 1198; Wage Order 1 at §11.

19 106. In this case, Defendants failed to authorize or permit legally required and  
20 compliant meal periods to Plaintiff and other current and former aggrieved California-based  
21 hourly non-exempt employees due to Defendants' policies, practices, and/or procedures,  
22 including but not limited to:

23 (a) Failing to provide Plaintiff and other current and former aggrieved California-based  
24 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes  
25 for every five hours worked due to chronic understaffing.

26 107. Additionally, Plaintiff alleges that Defendants maintained a policy, practice,  
27 and/or procedure of failing to compensate Plaintiff and other current and former aggrieved  
28 California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay

1 for each workday that Plaintiff and other current and former aggrieved California-based hourly  
2 non-exempt employees did not receive legally required and compliant meal periods, in violation  
3 of Labor Code section 226.7.

4 108. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff  
5 and other current and former aggrieved California-based hourly non-exempt employees not  
6 receiving wages to compensate them for workdays during which Defendants did not provide  
7 them with meal periods in compliance with California law.

8 109. Employee is further informed and believes, and based thereon alleges, that  
9 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or  
10 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section  
11 2699(f)(2)(B)(ii).

12 110. **Failure to pay wages to hourly non-exempt employees for workdays that**  
13 **Defendants failed to provide legally required and compliant rest periods and/or failure to**  
14 **pay rest period premium:** Plaintiff and other current and former aggrieved California-based  
15 hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

16 111. California law requires every employer to authorize and permit an employee a  
17 rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof.  
18 Labor Code section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled  
19 to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts  
20 of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14  
21 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004,  
22 1029; Labor Code section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall  
23 be in the middle of each work period. Wage Order 1 at §12. Additionally, the rest period  
24 requirement "obligates employers to permit – and authorizes employees to take – off-duty rest  
25 periods." *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest  
26 periods employers must relieve employees of all duties and relinquish control over how  
27 employees spend their time. *Id.*

28 112. If the employer fails to authorize or permit a required rest period, the employer

1 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each  
2 workday the employer did not authorize or permit a legally required rest period. Labor Code  
3 section 226.7; Wage Order 1 at § 12.

4 113. In this case, Defendants failed to authorize or permit all legally required and  
5 compliant rest periods to Plaintiff and other current and former aggrieved California-based  
6 hourly non-exempt employees due to Defendants' policies, practices, and/or procedures  
7 including, but not limited to:

8 (a) Failing to provide Plaintiff and other current and former aggrieved California-based  
9 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked  
10 or major fraction thereof due to chronic understaffing.

11 114. Additionally, Plaintiff alleges that Defendants maintained a policy, practice,  
12 and/or procedure of failing to compensate Plaintiff and other current and former aggrieved  
13 California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of  
14 pay for each workday they did not receive legally required and compliant rest periods, in  
15 violation of Labor Code section 226.7.

16 115. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff  
17 and other current and former aggrieved California-based hourly non-exempt employees not  
18 receiving wages to compensate them for workdays in which Defendants did not provide them  
19 with rest periods in compliance with California law.

20 116. Employee is further informed and believes, and based thereon alleges, that  
21 Employer's conduct above that gave rise to such violations was malicious, fraudulent, or  
22 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section  
23 2699(f)(2)(B)(ii).

24 117. **Failure to timely pay earned wages during employment:** In California, wages  
25 must be paid at least twice during each calendar month on days designated in advance by the  
26 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages  
27 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between  
28 the 16th and the 26th day of that month and wages earned between the 16th and the last day,



1 inclusive, of any calendar month must be paid between the 1st and 10th day of the following  
2 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must  
3 be paid within seven (7) calendar days following the close of the payroll period in which wages  
4 were earned. Labor Code section 204(d).

5 118. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed  
6 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-  
7 exempt employees' earned wages (including minimum wages, overtime wages, meal period  
8 premium wages and/or rest period premium wages), in violation of Labor Code section 204.  
9 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay  
10 Plaintiff's and other current and former aggrieved California-based hourly non-exempt  
11 employees' their earned wages within the applicable time frames outlined in Labor Code section  
12 204.

13 119. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
14 Employer would further be liable for civil penalties pursuant to Labor Code section  
15 2699(f)(2)(B)(ii).

16 120. **Secret payment of lower wages than designated by statute:** Labor Code  
17 section 223 provides that, where any statute or contract requires an employer to maintain the  
18 designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay  
19 the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein,  
20 including by failing to: pay overtime wages at the applicable legal overtime rate, meal break  
21 premiums and lawful sick pay at the employees' regular rate of pay, as established by Labor  
22 Code sections 226.7, 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders,  
23 as incorporated by Labor Code section 1198, the Defendant secretly paid a lower wage than  
24 designated by statute while purporting to pay the wages designated by statute, in violation of  
25 Labor Code section 223.

26 121. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
27 Employer would further be liable for civil penalties pursuant to Labor Code section  
28 2699(f)(2)(B)(ii).

1           122.   **Failure to provide complete and accurate wage statements:** Labor Code  
2 section 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying  
3 an employee his or her wages, the employer must “furnish each of his or her employees ... an  
4 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
5 employee, except for any employee whose compensation is solely based on a salary and who is  
6 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order  
7 of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any  
8 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided,  
9 that all deductions made on written orders of the employee may be aggregated and shown as one  
10 item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is  
11 paid, (7) the name of the employee and his or her social security number, (8) the name and  
12 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during  
13 the pay period and the corresponding number of hours worked at each hourly rate by the  
14 employee.”

15           123.   As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay  
16 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
17 all wages earned (including minimum wages, overtime wages, meal period premium wages,  
18 and/or rest period premium wages) rendered Plaintiff’s and other current and former aggrieved  
19 California-based hourly non-exempt employees’ wage statements inaccurate, in violation of  
20 Labor Code section 226(a)(1, 2, 5 & 9).

21           124.   Plaintiff believes these failures were willful and intentional.

22           125.   Plaintiff also believes these failures were malicious, fraudulent, or oppressive.  
23 Employer would further be liable for civil penalties pursuant to Labor Code section  
24 2699(f)(2)(B)(ii).

25           126.   **Failure to pay employees all wages due at time of termination/resignation:**  
26 An employer is required to pay all unpaid wages timely after an employee’s employment ends.  
27 The wages are due immediately upon termination (Labor Code section 201) or within seventy-  
28 two (72) hours of resignation (Labor Code section 202).

127. As a derivative of Plaintiff's allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely after each employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

128. Plaintiff believes these failures were willful and intentional.

129. Plaintiff also believes these failures were malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

130. **Secret payment of lower wages than designated by statute:** Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to: pay overtime wages at the applicable legal minimum and overtime rate, meal and rest break premiums at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, Defendants secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

131. **Failure to establish, implement, and maintain a Workplace Violence and Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:** California Labor Code Section 6401.7 requires employers to establish, implement, and maintain an effective injury prevention program. California Labor Code Section 6401.9 requires California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate workplace violence hazards.

132. Plaintiff alleges that Defendants did not comply with their responsibilities and

1 duties under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and  
2 thereon alleges that Defendants (1) failed to establish, implement, and maintain an effective  
3 injury prevention program; (2) failed to adopt a compliant Workplace Violence Prevention Plan;  
4 (3); failed to train Plaintiff and other California-based hourly non-exempt employees in  
5 workplace violence and injury prevention; (4) failed to log safety incidents; and (5) failed to  
6 conduct compliant periodic inspections. Plaintiff believes these failures were willful and  
7 intentional. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.

8 133. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved  
9 employee, on behalf of himself or herself and other current or former employees, to bring a civil  
10 action to recover civil penalties against all Defendants pursuant to the procedures specified in  
11 Labor Code section 2699.3.

12 134. Plaintiff has complied with the procedures for bringing suit specified in Labor  
13 Code section 2699.3. On June 13, 2025 Plaintiff filed a PAGA Claim Notice with the LWDA  
14 and provided notice to Defendants by certified mail which provided notice of the specific  
15 provisions of the Labor Code alleged to have been violated, including the facts and theories to  
16 support the violations alleged.

17 135. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
18 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
19 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the  
20 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA  
21 intends to investigate Plaintiff's claims.

22 136. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover  
23 civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223,  
24 226(a), 226.7, 510, 512, and 1194. During Plaintiff's employment and continuing through the  
25 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present,  
26 in the following amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7,; one  
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two

1 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation  
2 [penalty amounts established by Labor Code section 2699(f)(2)].

3 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty  
4 dollars (\$250) for each employee for each pay period for the initial violation, and for each  
5 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period  
6 [penalty amounts established by Labor Code section 226.3].

7 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each  
8 employee for each pay period for the initial violation, and for each subsequent violation, one  
9 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts  
10 established by Labor Code section 558].

11 d. For violations of Labor Code section 204, one hundred dollars (\$100) for  
12 each failure to pay each employee in any initial violation, and for each subsequent violation, or any  
13 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,  
14 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code  
15 section 210].

16 e. For violations of Labor Code section 223, one hundred dollars (\$100) for  
17 each failure to pay each employee in any initial violation, and for each subsequent violation, or any  
18 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,  
19 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code  
20 section 225.5].

21 137. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of  
22 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED**  
25 **EMPLOYEES, PRAYS AS FOLLOWS:**

26 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH CAUSES**  
27 **OF ACTION:**

28 1. That the Court determine that this action may be maintained as a class action (for the

entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as a class representative for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

**ON THE FIRST CAUSE OF ACTION:**

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;

7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

**ON THE SECOND CAUSE OF ACTION:**

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

**ON THE THIRD CAUSE OF ACTION:**

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

**ON THE FOURTH CAUSE OF ACTION:**

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

**ON THE FIFTH CAUSE OF ACTION:**

1. That Defendants be found to have violated the provisions of the Labor Code regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory

1 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages  
2 or penalties;

3 3. For pre-judgment interest and post-judgment interest;

4 4. For an injunction against Defendants enjoining them, and any and all persons acting  
5 in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

6 5. For attorneys' fees and costs of suit, including but not limited to those recoverable  
7 under Labor Code section 226, subdivision (e); and

8 6. For such other further relief, in law and/or equity, as the Court deems just or  
9 appropriate.

10 **ON THE SIXTH CAUSE OF ACTION:**

11 1. That Defendants be found to have violated the provisions of the Labor Code  
12 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the  
13 Waiting Time Class;

14 2. For damages and/or penalties, according to proof, including damages and/or statutory  
15 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

16 3. For pre-judgment interest, including under Labor Code section 218.6, and post-  
17 judgment interest;

18 4. For attorneys' fees and costs of suit, including but not limited to that recoverable  
19 under Labor Code section 218.5; and

20 5. For such other further relief, in law and/or equity, as the Court deems just or  
21 appropriate.

22 **ON THE SEVENTH CAUSE OF ACTION:**

23 1. That Defendants be found to have violated Business and Professions Code sections  
24 17200, *et seq.*, for the conduct alleged herein as to the California Class;

25 2. A declaratory judgment that the practices complained herein are unlawful;

26 3. An injunction against Defendants enjoining them, and any and all persons acting in  
27 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth  
28 herein;



4. For restitution to the full extent permitted by law;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Code of Civil Procedure section 1021.5; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

## ON THE EIGHT CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f), 6401.9, 6317(d);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: May 8, 2026

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By: /s/Paolo PolICASTRO  
Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Jeffrey D. Klein, Esq.  
Paolo PolICASTRO, Esq.  
Attorneys for Plaintiff  
DIANA BANUELOS VELASQUEZ, on behalf of  
herself and others similarly situated

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On May 8, 2026, I served the foregoing documents, described as:

**“PLAINTIFF DIANA BANUELOS VELASQUEZ’S AMENDED COMPLAINT FOR:”**

on all interested parties in this action, addressed as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>JONES DAY</b><br>Koree B. Wooley, Bar No. 294489<br><a href="mailto:kbwooley@jonesday.com">kbwooley@jonesday.com</a><br>4655 Executive Drive, Suite 1500<br>San Diego, California 92121.3134<br>Telephone: +1.858.314.1200<br>Facsimile: +1.844.345.3178<br><br>Lauren E. Dutkiewicz, Bar No. 329017<br><a href="mailto:ldutkiewicz@jonesday.com">ldutkiewicz@jonesday.com</a><br>3161 Michelson Drive, Suite 800<br>Irvine, California 92612.4408<br>Telephone: +1.949.851.3939<br>Facsimile: +1.949.553.7539 | <i>Attorneys for Defendant MANN PACKING CO., INC.:</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|

- ☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed May 8, 2026, at Beverly Hills, California.

/s/ Jocelyn Sanchez  
J.Sanchez