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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Brenda Williams, Deputy

Attorneys for Plaintiff FILIBERTO RAMIREZ

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

FILIBERTO RAMIREZ, on behalf of himself
and all other similarly situated employees,

Plaintiff,

vs.

ARTHUR LUIS SILVA dba ART SILVA
DAIRY, an Individual; and DOES 1 to 100,
inclusive,

Defendant.

Case No. CV-25-002294

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES:**

- 1. Failure to Pay Minimum Wages**
- 2. Failure to Pay Overtime Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations and Failure to
Produce Personnel Records**
- 6. Waiting Time Penalties**
- 7. Unfair Competition**
- 8. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff FILIBERTO RAMIREZ (“Plaintiff”) on behalf of himself, and all other similarly situated employees, hereby files this Second Amended Class Action Complaint against Defendant ARTHUR LUIS SILVA, dba ART SILVA DAIRY, an Individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendant”). On information and belief, Plaintiff alleges the following:

1 **INTRODUCTION**

2 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
3 Plaintiff. As set forth below, Plaintiff, on behalf of all similarly situated employees, alleges that
4 Defendant failed to pay minimum and overtime wages, committed meal period violations, rest period
5 violations, and wage statement violations, failed to pay waiting time penalties, engaged in unfair
6 competition, and failed to provide individual payroll records and Plaintiff’s personnel file upon request.

7 **JURISDICTION AND VENUE**

8 2. The Stanislaus County Superior Court has jurisdiction in this matter pursuant to
9 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
10 Labor Code, California Business and Professions Code, and Wage Order No. 14.

11 3. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that
12 Defendant resides in Stanislaus County and/or are foreign entities and have not designated any county in
13 California as being where they maintain their principal offices. In addition, some of the wrongful acts
14 and violations of law asserted herein occurred within Stanislaus County, and Defendant’s obligation to
15 pay wages arose in Stanislaus County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
16 Cal.3d 403, 414 (1984).

17 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
18 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
19 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
20 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
21 (“LWDA”) on approximately June 19, 2025. Plaintiff provided facts and legal bases for his claims
22 within the notice to the LWDA on all violations asserted under the PAGA cause of action. Plaintiff also
23 submitted the \$75.00 filing fee. The June 19, 2025, notice was also sent via certified mail to Defendants
24 on the same day. To date, the LWDA has not provided any response to Plaintiff’s notice
25 correspondence. Accordingly, Plaintiff alleges that he has exhausted all administrative remedies
26 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself
27 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
28 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19

(2005). Aggrieved Employees include, but is not limited to the following: all individuals who have worked, or continue to work, for Defendants in California as non-exempt employees at any time between June 19, 2024, to present.

PARTIES

5. FILIBERTO RAMIREZ is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges ART SILVA DAIRY is now and/or at all times mentioned in this Complaint was an unknown business form and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that ARTHUR LUIS SILVA, is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that ARTHUR LUIS SILVA is the owner, director, officer, and/or managing agent of ART SILVA DAIRY responsible for causing the violations outlined in the first through seventh causes of action. As such ARTHUR LUIS SILVA may be individually liable pursuant to California Labor Code section 558.1.

8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

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

11. Defendant, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

12. Defendant proximately caused Plaintiff to be subjected to unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

13. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The putative class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked, or continue to work, for Defendant in California at any time between March 11, 2021, to the present.

14. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of putative class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendant has employed fifty (50) or more individuals falling within the above stated putative class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the putative class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendant maintained accurate payroll records;
- (2) Whether, as a result of Defendant's policies and practices, Plaintiff and putative class members were not paid all overtime wages owed;
- (3) Whether as a result of Defendant's policies and practices, Plaintiff and putative class members were not paid all wages owed;

- 1 (4) Whether Defendant failed to pay meal and rest period premiums for alleged meal
2 and rest period violations;
- 3 (5) Whether as a result of Defendant's policies and practices Plaintiff and putative
4 class members received all wages, due and owing, at the time of their termination
5 or separation; and
- 6 (6) Whether Defendant provided Plaintiff and putative class members with wage
7 statements that complied with Labor Code section 226.

8 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
9 class. The putative class also sustained damages arising out of Defendant's common
10 course of conduct in violation of the law as complained of herein. Plaintiff and all
11 members of the putative class were non-exempt employees who allegedly were not paid
12 all minimum wages owed, overtime wages owed, meal and rest period premiums, and
13 wages at separation as a result of Defendant's policies and practices. Defendant's
14 policies and practices also allegedly resulted in inaccurate wage statements that did not
15 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
16 premiums, and sick leave accrued time/wages. Additionally, Defendant issued Plaintiff
17 and all members of the putative class wage statements that did not comply with Labor
18 Code section 226. As a result, Plaintiff and each member of the putative class will have
19 suffered the same type of harm and seek the same type of recovery based on the same
20 legal theories.

21 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
22 putative class. For all relevant times, Plaintiff resided in California and worked for
23 Defendant in California. Moreover, Plaintiff is an adequate representative of the putative
24 class as Plaintiff has no interests that are adverse to those of putative class members.
25 Additionally, Plaintiff has retained counsel who has substantial experience in complex
26 civil litigation and wage and hour matters.

27 (e) Superiority: A class action is superior to other available means for the fair and efficient
28 adjudication of the controversy since individual joinder of all members of the putative

class is impracticable. Class action treatment will permit a larger number of similarly situated persons 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. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

15. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully set forth herein.

17. Plaintiff began working for Defendant in July of 2021 as a “Milker” for Defendant, paid bi-weekly approximately \$1,500.00. At the time of termination, Plaintiff earned \$1,600.00 bi-weekly. This appears to be a salary from the paystubs.

18. Plaintiff was scheduled to rotate his schedule from two months on the day shift and then two months on the night shift. The day shift consisted of Plaintiff being scheduled to work from 6:00 a.m. to 2:00 p.m. and the night shift consisted of a schedule from 6:00 p.m. to 2:00 a.m.

19. Defendant did not ask Plaintiff and similarly situated employees to track their hours worked. Defendant did not convey to Plaintiff and similarly situated employees that there was a system that it used for tracking employee hours. Plaintiff and similarly situated employees did not clock-in or clock-out on any written or electronic system to document their hours worked.

20. Plaintiff’s supervisor, Alvaro Amador, simply wrote Plaintiff’s scheduled work hours from 6:00 a.m. to 2:00 p.m. for each day onto a sheet. Similarly, when Plaintiff worked the night shift, Defendant only paid him for work performed from 6:00 p.m. to 2:00 a.m. Plaintiff is informed and

believes that Defendant also simply wrote down the scheduled hours, rather than the actual hours, worked for similarly situated employees rather than pay for all actual hours worked.

21. Plaintiff estimates that he and similarly situated employees regularly worked from thirty (30) minutes to sixty (60) minutes past their regularly scheduled end times.

22. On every paycheck in Plaintiff's possession from December 2023 to May 2024, Defendant paid Plaintiff a rounded sum of \$1,600.00 for a rounded 108 work hours at a rate of \$14.8184.

23. Further, Defendant paid Plaintiff and similarly situated employees \$100 bonuses in cash, but did not include said bonuses in the regular rate of pay for purposes of overtime or other premium wages like meal and rest period premiums and/or sick leave wages. The bonus payments were not reported on wage statements. Plaintiff was told he would get this bonus if they did "well" in milk production. Plaintiff and similarly situated employees received these cash bonuses sporadically. Plaintiff does not know what production amounts Defendant quantified as doing "well" in milk production.

24. In addition, approximately one time every other week, the milker machine would fail. Plaintiff estimates that he and similarly situated employees worked up to two (2) hours past their regularly scheduled time when this happened. However, Plaintiff and similarly situated employees were not paid for those overtime hours worked.

25. Plaintiff and similarly situated employees were not paid for overtime hours worked and were paid a predetermined and fixed amount each pay period, regardless of the hours worked.

26. Defendant automatically deducted thirty-minutes (30) for meal periods from Plaintiff's and similarly situated employees' work hours per day. Defendant did not ask Plaintiff or similarly situated employees to clock-in or clock-out for meal breaks nor did they have a system to document Plaintiff's or similarly situated employees' actual hours worked. Plaintiff and similarly situated employees did not clock in and out for meal periods.

27. Plaintiff estimates that during three (3) out of the six (6) days worked, he and similarly situated employees did not take a thirty-minute meal break. Typically, they were only provided with a fifteen (15) minute to twenty (20) minute meal break.

1 28. Many times, while Plaintiff and similarly situated employees were eating, their
2 supervisor would call Plaintiff and similarly situated employees back to work. Due to this, Plaintiff
3 typically stopped work to eat lunch and got back to work without getting a full thirty (30) minute meal
4 break.

5 29. Defendant told Plaintiff and similarly situated employees that they would get a monthly
6 bonus if the milk goals were met for that particular month. Plaintiff sometimes received the bonus.

7 30. Defendant did not supervise, encourage or allow Plaintiff to take a ten-minute rest-break
8 for each four (4) hours worked or major fraction thereof.

9 31. Plaintiff worked his last day for Defendant in September 2024.

10 32. On October 15, 2024, Plaintiff requested his personnel records pursuant to Labor Code
11 section 1198.5, including, but not limited to, time and wage records, and all records that show
12 compliance with Labor Code Section 226 (a)-(b): (1) gross wages earned, (2) total hours worked, (3) the
13 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
14 basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the
15 employee is paid, (7) the name of the employee and his or her social security number, except that by
16 January 1, 2008, only the last four digits of his or her social security number or an employee
17 identification number other than a social security number may be shown on the itemized statement, (8)
18 the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
19 during the pay period and the corresponding number of hours worked at each hourly rate by the
20 employee. This request was forwarded by two methods as it was 1) mailed to 5201 Milnes Road,
21 Modesto, California 95357 and 2) mailed to P.O. Box 885, Riverbank, California 95367.

22 33. Pursuant to Labor Code section 432, Plaintiff further requested all documents signed by
23 Plaintiff, including any potential alternative dispute resolution agreements, arbitration agreements, or
24 any other documents signed by Plaintiff regarding his employment with Defendant. Plaintiff further
25 requested all documents relating to his accrual of sick leave pursuant to Labor Code section 247.5.

26 34. After receiving no response from Defendant, on November 19, 2024, Plaintiff sent a
27 follow-up letter to Defendant, again, requesting Plaintiff's personnel records and outlining the applicable
28

California Labor Code sections. This request was mailed to 1) 5201 Milnes Road, Modesto, California 95357 and 2) mailed to P.O. Box 885, Riverbank, California 95367.

35. Despite the above efforts to obtain Plaintiff's personnel file, Plaintiff still has not received the requested documents from Defendant.

CAUSES OF ACTION

FIRST CAUSE OF ACTION **FAILURE TO PAY MINIMUM WAGES** **(As to all Defendants)**

36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully set forth herein.

37. For the period preceding the filing of this Complaint, Defendant was required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 14, section 4(A); Cal. Lab. Code § 1194.

38. Plaintiff and similarly situated employees were not exempt from the State's Minimum Wage Order. Defendant was aware of his obligation to pay the minimum wage for each hour worked but failed to do so.

39. As a proximate result of Defendant's conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION **OVERTIME VIOLATIONS** **(As to all Defendants)**

40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully set forth herein.

41. Pursuant to IWC Wage Order No. 14, section (3)(A)(1) and California Labor Code sections 510 and 1194, an employer employing more than 25 employees shall pay overtime to employees according to the following schedule:

a. Starting January 1, 2019, an employee shall not be employed more than nine and one-half (9½) hours per workday or fifty-five (55) hours per workweek unless the employee receives

one and one-half (1½) times such employee's regular rate of pay for all hours worked over nine and one-half (9½) hours in any one workday or more than fifty-five (55) hours in any one workweek;

b. Starting January 1, 2020, an employee shall not be employed more than nine (9) hours per workday or fifty (50) hours per workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over nine (9) hours in any one workday or more than fifty (50) hours in any one workweek;

c. Starting January 1, 2021, an employee shall not be employed more than eight and one-half (8½) hours per workday or forty-five (45) hours per workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over eight and one-half (8½) hours in any one workday or more than forty-five (45) hours in any one workweek; and

d. Starting January 1, 2022, an employee shall not be employed more than eight (8) hours per workday or work in excess of forty (40) hours per workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over eight (8) hours in any workday or more than forty (40) hours in any workweek and double the employee's regular rate of pay for all hours worked over twelve (12) hours in any one workday.

42. Pursuant to IWC Wage Order No. 14, section (3)(A)(2) and California Labor Code sections 510 and 1194, an employer employing 25 or fewer employees shall pay overtime to employees according to the following schedule:

a. Starting January 1, 2022, an employee shall not be employed more than nine and one-half (9½) hours per workday or fifty-five (55) hours per workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over nine and one-half (9½) hours in any one workday or more than fifty-five (55) hours in any one workweek;

b. Starting January 1, 2023, an employee shall not be employed more than nine (9) hours per workday or fifty (50) hours per workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over nine (9) hours in any one workday or more than fifty (50) hours in any one workweek;

c. Starting January 1, 2024, an employee shall not be employed more than eight and one-half (8½) hours per workday or forty-five (45) hours per workweek unless the employee receives

one and one-half (1½) times such employee’s regular rate of pay for all hours worked over eight and one-half (8½) hours in any one workday or more than forty-five (45) hours in any one workweek; and

d. Starting January 1, 2025, an employee shall not be employed more than eight (8) hours per workday or work in excess of forty (40) hours per workweek unless the employee receives one and one-half (1½) times such employee’s regular rate of pay for all hours worked over eight (8) hours in any workday or more than forty (40) hours in any workweek and double the employee’s regular rate of pay for all hours worked over twelve (12) hours in any one workday.

43. Plaintiff and similarly situated employees worked in excess of nine and a half (9.5) hours per day or fifty-five (55) hours per week in 2022; nine (9) hours per day or fifty (50) hours per week in January 1, 2023; and eight and a half (8.5) hours per day and/or forty-five (45) hours per week in 2024, while employed by Defendant. However, Defendant failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at the regular rate of pay.

44. Plaintiff and similarly situated employees were not exempt from overtime protections under the California Wage Orders and Labor Code.

45. As a proximate result of Defendant’s conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

48. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 14, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

49. California Labor Code section 512 and Wage Order No. 14 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours

per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

50. Defendant employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing uninterrupted meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendant also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

51. Defendant further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal periods.

52. As a proximate result of Defendant's conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully set forth herein.

54. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

55. California Labor Code section 226.7 and Wage Order No. 14, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

56. Plaintiff and similarly situated employees allege that Defendant failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

57. Defendant further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

58. As a proximate result of Defendant's conduct, Plaintiff has been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS AND FAILURE TO PRODUCE PERSONNEL RECORDS
(As to all Defendants)

59. Plaintiff incorporated by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

61. Plaintiff and similarly situated employees allege that Defendant intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendant did not accurately itemize all applicable hourly rates in effect during the pay period, all regular and overtime hours worked and corresponding rates of pay, and gross and net

1 wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated
2 employees' total hours worked due to Defendant not accurately documenting hours worked. Plaintiff
3 and similarly situated employees are not able to promptly and easily determine actual hours worked
4 from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered
5 confusion over whether they received all wages owed and were prevented from effectively
6 challenging information on their wage statements.

7 62. Plaintiff also requested his personnel files and copies of his pay from Defendant.
8 Defendant failed to provide them within the statutory time under Labor Code section 226.

9 63. As a proximate result of Defendant's conduct, Plaintiff and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **SIXTH CAUSE OF ACTION**
13 **WAITING TIME PENALTIES**
14 **(As to all Defendants)**

15 64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully
16 set forth herein.

17 65. An employer must pay an employee who is terminated all unpaid wages immediately
18 upon termination. *See* Cal. Lab. Code § 201.

19 66. An employer must pay an employee who resigns all unpaid wages within seventy-two
20 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

21 67. Plaintiff and similarly situated employees did not receive all wages, including minimum
22 and overtime wages, meal and rest period premiums, or sick leave pay owed at their termination or
23 within the required time after their separation from employment.

24 68. An employer who willfully fails to pay an employee wages in accordance with California
25 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
26 days. *See* Cal. Lab. Code § 203.

27 69. Defendant knew of his obligation to pay Plaintiff and similarly situated employees their
28 final wages when their employment terminated. Indeed, Defendant had knowledge that Plaintiff and
similarly situated employees were not paid for all regular and overtime hours worked given Defendant's

1 allegedly illegal timekeeping practices. Such conduct shows Defendant had knowledge of earned, but
2 unpaid wages at the time of separation, yet Defendant still refused to pay the remaining wages owed.

3 70. As a proximate result of the Defendant's conduct, Plaintiff and similarly situated
4 employees have been damaged and deprived of wages and thereby seek the daily rate of pay multiplied
5 by thirty (30) days for Defendant's failure to pay all wages due.

6 **SEVENTH CAUSE OF ACTION**
7 **UNFAIR COMPETITION**
8 **(As to all Defendants)**

9 71. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 70 as though fully
10 set forth herein.

11 72. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
12 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
13 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
14 California Business and Professions ("B&P") Code § 17200.

15 73. Plaintiff and similarly situated employees were not paid all wages owed, including
16 minimum and overtime wages, meal and rest period premiums, and sick leave wages during their
17 employment or any time thereafter.

18 74. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
19 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
20 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

21 75. As a direct and legal result of the Defendant's conduct, as alleged herein, pursuant to the
22 UCL (including B&P Code §17203), Plaintiff is entitled to restitution, including, but not limited to,
23 interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of
24 California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but
25 subject to proof at trial, for four (4) years from the filing of this Action.

26 **EIGHTH CAUSE OF ACTION**
27 **PRIVATE ATTORNEYS GENERAL ACT**
28 **(As to all Defendants)**

76. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 75 as though fully
set forth herein.

1 77. Plaintiff has alleged to the LWDA that Defendants have violated the following provisions
2 of the Labor Code in their dealings with Plaintiff and Aggrieved Employees:

- 3 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 14-2001, § 3 (Failure to Pay
4 Overtime Wages)
- 5 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 14-2001, § 4 (Failure to Pay
6 Minimum Wages)
- 7 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 14-2001, §§ 11(A) and
8 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 9 • Violation of Labor Code § 226.7 and Wage Order No. 14-2001, § 12(A) (Failure to
10 Provide Rest Periods or Pay Premiums in Lieu Thereof)
- 11 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 12 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 13 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work
14 in Any Industrial Welfare Commission Order)
- 15 • Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful
16 Deductions)
- 17 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 18 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

19 78. Plaintiff seeks civil penalties against Defendants as provided in the California Labor
20 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
21 2699(f)(2).

22 79. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code
23 sections 2699(a) and 2699.3.

24 80. As a proximate result of Defendants' conduct, Plaintiff and Aggrieved Employees have
25 allegedly been damaged as stated in the section below entitled "DAMAGES," which is incorporated
26 here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

- b. \$750 penalty payable to Plaintiff individually for Defendant failing to provide payroll records as required by statute;
- c. Injunctive relief;
- d. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226;

7. As to the Eighth Cause of Action:

- a. For civil penalties as provided in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each Aggrieved Employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each Aggrieved Employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;
8. For such other and further relief as this Court may deem just and proper, including, but not limited to:
- a. Wages as proved at trial;
- b. Injunctive and declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: September 19, 2025

Shimoda & Rodriguez Law, PC

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austin Sork
Attorneys for Plaintiff

Ramirez v. Arthur Luis Silva Dairy dba Art Silva Dairy
Stanislaus County Superior Court, Case Number CV-25-002294

**PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On September 23, 2025, I served the following documents on the party below:

• **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

Delainie Byrum (SBN 328221) Eric Sousa (SBN 232541) RODRAKIS & SOUSA, APC 100 Sycamore Avenue, Suite 101 Modesto, CA 95354 Phone: (209) 554-5232 Facsimile: (209) 544-1085 Email: dbyrum@rodsoulaw.com esousa@rodsoulaw.com rmarmol@rodsoulaw.com	
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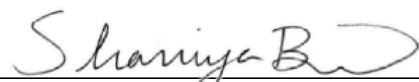
☐ [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

☐ [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

☒ [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

☐ [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service: UPS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 23, 2025, at Salt Lake City, Utah.


Shaniya Baird