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Superior Court of California
County of Fresno
By: Daniel Pursell, Deputy

Attorneys for Plaintiff,
ROBERT LOERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO**

ROBERT LOERA, an individual,

Plaintiff,

vs.

CARO NUT COMPANY, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CECG03655

COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM OVERTIME TIME WAGES (Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 1);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 1)**
- 3. FAILURE TO PROVIDE MEAL PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 1);**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 1);**
- 5. FAILURE TO MAINTAIN AND ISSUE ACCURATE WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 1);**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 7. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**
- 8. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.**

DEMAND FOR A JURY TRIAL

1 Robert Loera ("Plaintiff") alleges the following:

2 **PARTIES**

3 1. Plaintiff was, at all times relevant to the matters alleged herein, over age 18 and
4 a resident of Fresno, California.

5 2. Plaintiff is informed and believes, and based on that information and belief,
6 alleges, Defendant Caro Nut Company ("CNC" or "Defendant") is, and at all times mentioned
7 herein was, a California corporation, with a principal place of business at 2885 S. Cherry
8 Avenue, Fresno, CA 93706. Defendant has been authorized to do business and has been doing
9 business in the County of Fresno.

10 3. Starting on or about January 20, 2018 and continuing to the present, Defendant
11 CNC employs Plaintiff in Facility Maintenance.

12 4. Plaintiff is ignorant of the true names and capacities of the defendants sued
13 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such
14 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
15 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
16 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
17 individual person who owned, controlled, or managed the business for which Plaintiff worked
18 and/or who directly or indirectly exercised operational control over the wages, hours, and
19 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director and/or
20 executive positions with the remaining Defendants, and acted on behalf of the remaining
21 Defendants, which included decision-making responsibility for, and establishment of, illegal
22 payroll practices and policies for Defendants which have damaged Plaintiff and others similarly
23 situated. Therefore, DOES 1 through 100, in addition to the remaining Defendants, are
24 "employers" as a matter of law and personally liable on the causes of action alleged herein
25 pursuant to Labor Code §558, as well as other California wage and hour laws and regulations
26 as alleged herein.

27 5. Plaintiff is informed and believes and thereon alleges that at least some of the
28 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons,

1 corporations or other business entities organized and existing under and by virtue of the laws
2 of the State of California, and are/were qualified to transact and conduct business in the State
3 of California, and did transact and conduct business in the State of California, and are thus
4 subject to the jurisdiction of the State of California. Specifically, said DOES 1 through 100
5 maintain offices, operate businesses, employ persons, and conduct business in, and illegally
6 pay employees by illegal payroll practices and policies in the County of Fresno.

7 6. Plaintiff is informed and believes and thereon alleges, that at all times relevant
8 herein, the named defendants and at least some of DOES 1 through 100 were the agents,
9 employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and
10 in doing the things herein alleged, were acting within the course and scope of such agency or
11 employment, and with the approval and ratification of each of the other defendants.

12 7. Plaintiff is informed and believes and thereon alleges that Defendants, and each
13 of them, directly employed or exercised control over his wages, hours, or working conditions.

14 8. Plaintiff is further informed and believes, and thereon alleges, that each of the
15 fictitiously named Defendants aided and assisted the named Defendants in committing the
16 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
17 defendant.

18 9. At all times relevant herein, each of the named defendants was the agent of the
19 other named defendants and in doing the things alleged herein, was acting within the course
20 and scope of said agency.

21 10. Pursuant to the California Labor Code, on or about July 24, 2025, Plaintiff filed
22 a notice with Labor and Workforce Development Agency (LWDA) of his intent to pursue
23 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
24 further reserves the right to amend this Complaint once he completes and complies with the
25 provisions under the law.

26 JURISDICTION AND VENUE

27 11. This Court has jurisdiction over this Complaint under Code of Civil Procedure
28

1 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
2 *Professions Code* §§ 17200 *et seq.*

3 12. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
4 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
5 herein, occurred in the County of Fresno and because Defendant CNC owned and operated
6 their business in the County of Fresno.

7 **DEFENDANT DID NOT PROPERLY COMPENSATE PLAINTIFF**

8 13. While employed by Defendant, Plaintiff was paid \$26.67 per hour. Plaintiff
9 worked 8 or more hours per day, 5 days per week. Plaintiff performed maintenance work.

10 14. The employment by Defendant of Plaintiff is governed by Industrial Welfare
11 Commission Wage Order No. 1, which covers those persons employed in the manufacturing
12 industry.

13 15. Under California law, non-exempt employees as defined by Wage Order No. 1,
14 are entitled to premium wages for overtime worked.

15 16. At all times relevant herein, Plaintiff routinely worked overtime hours such that
16 he was due pay at overtime rates. Monies for unpaid overtime remain due and owing. Plaintiff
17 engaged in off the clock work for which he was not paid. Plaintiff's managers and supervisors
18 at times called him after hours regarding work issues.

19 17. Defendant failed to pay Plaintiff minimum wages due to their failure to afford
20 uninterrupted meal/rest breaks.

21 18. Plaintiff's meal/rest breaks were routinely interrupted.

22 19. As a result of Defendant's failure to pay Plaintiff at required overtime and
23 minimum wage rates and failure to afford meal/rest breaks, the wage statements issued to him
24 did not comply with *Labor Code* §226 and California Industrial Welfare Commission ("IWC")
25 Wage Order No. 1 in that they did not accurately reflect all wages earned and due and owing.

26 20. Defendant failed to reimburse Plaintiff for his necessary business expenses such
27 as use of his personal vehicle, cell phone and tool purchases.

28 21. Defendant failed to provide Plaintiff with his requested employment records.

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FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES

**(Labor Code §§510, 1194, 1198 and Wage Order No. 1 By Plaintiff Against Defendant
and Does 1-100)**

22. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

23. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 1, Defendant was required to compensate Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week.

24. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee who had not been paid overtime compensation could recover the unpaid balance of the full amount of overtime wages due, including interest thereon, together with reasonable attorneys' fees and costs of suit.

25. California Labor Code section 1198 provides,
The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

26. Pursuant to IWC Wage Order No. 1-2001, § 3, "Employment beyond eight (8) hours in any workday is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday..."

27. California Labor Code section 558 provides in pertinent part:

1 (a) Any employer or other person acting on behalf of an employer who
2 violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the
4 Industrial Welfare Commission shall be subject to a civil penalty as
5 follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid
7 employee for each pay period for which the employee was underpaid in
8 addition to an amount sufficient to recover underpaid wages.

9 (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was
11 underpaid in addition to an amount sufficient to recover underpaid
12 wages.

13 (3) Wages recovered pursuant to this section shall be paid to the affected
14 employee...

15 (c) The civil penalties provided for in this section are in addition to any
16 other civil or criminal penalty provided by law.

17 28. Plaintiff worked 8 or more hours per day, 5 days per week. Throughout
18 Plaintiff's employment, Defendant failed and refused to properly pay overtime time
19 compensation to Plaintiff as required by law.

20 29. Plaintiff was required to engage in off the clock work. At times, Plaintiff's
21 managers and supervisors called him after his shift ended and asked him questions relating to
22 work. However, Plaintiff was not paid for his off the clock work.

23 30. The foregoing overtime compensation is owed and unpaid. As a direct and
24 proximate result of Defendant's failure and refusal to pay overtime time, Plaintiff suffered
25 damages in the amount of at least \$153,619.20, according to proof at trial.

26 31. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime wages
27 against employers and those individuals acting in their behalf. Plaintiff requests that this Court
28 assess said penalty against Defendant in an amount to be proven at trial.

32. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover his attorneys'
fees, costs and interest.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES

**(IWC Wage Order No. 1; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

33. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

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

35. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 1-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

36. Pursuant to Wage Order No. 1, Defendant is required to pay Plaintiff for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

37. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of

1 work and the standard conditions of labor for employees. The employment of any employee for
2 longer hours than those fixed by the order or under conditions of labor prohibited by the order
3 is unlawful.”

4 38. Defendant failed to satisfy minimum wage requirements because they failed to
5 afford uninterrupted meal/rest breaks resulting in failure to compensate Plaintiff properly for
6 “all hours worked” and consequently underpaid Plaintiff for the actual hours Plaintiff worked
7 in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 1.

8 39. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
9 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
10 *Code* § 1194. Where an employee, such as Plaintiff, is not paid for all hours worked under
11 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
12 the overtime for which they received no compensation. *See Sillah v. Command Int’l Sec. Servs.*,
13 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
14 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
15 minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
16 (N.D. Cal. 2016).

17 40. Plaintiff suffered and continues to suffer losses related to the use and enjoyment
18 of compensation due and owing to him as a direct result of Defendant’s unlawful acts and
19 Labor Code violations in an amount to be shown according to proof at trial and within the
20 jurisdictional limitations of this Court.

21 41. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
22 wages against employers and those individuals acting in their behalf. Plaintiff requests that this
23 Court assess said penalty against Defendant in an amount within the jurisdiction of this Court,
24 to be proven at trial.

25 42. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff is
26 entitled to recover the unpaid balances of the minimum wages Defendant owes him, plus
27 interest, penalties, attorneys’ fees, expenses and costs of suit, in amounts according to proof.
28

43. Under *Labor Code* § 1194.2, Plaintiff is entitled to recover as liquidated damages, amounts equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

FOR FAILURE TO PAY FOR MEAL PERIODS NOT PROVIDED

**(Labor Code §§ 226.7, 512, IWC Wage Order No. 1 By Plaintiff Against Defendant and
Does 1 through 100)**

44. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

45. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

46. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

47. IWC Wage Order No. 1 provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

48. Wage Order No. 1 further provides, in relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

49. Section 512(a) of the California Labor Code provides, in relevant part, that:
An employer may not employ an employee for a work period of more than five
hours per day without providing the employee with a meal period of not less

1 than 30-minutes, except that if the total work period per day of the employee is
2 no more than six hours, the meal period may be waived by mutual consent of
3 both the employer and employee. An employer may not employ an employee for
4 a work period of more than 10 hours per day without providing the employee
5 with a second meal period of not less than 30-minutes, except that if the total
6 hours worked is no more than 12 hours, the second meal period may be waived
7 by mutual consent of the employer and the employee only if the first meal
8 period was not waived.

9 50. The Labor Code and Wage Order provisions cited above require California
10 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
11 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
12 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
13 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
14 the fifth hour of their shifts.

15 51. Defendant violated Labor Code § 512 and IWC Wage Order No. 1 by failing to
16 provide Plaintiff the requisite uninterrupted 30-minute meal periods, required by law.
17 Plaintiff's meal breaks were routinely interrupted by calls on his cell phone. Plaintiff was
18 required to respond to calls during his meal breaks. Further, Plaintiff was required to listen to
19 instructions regarding what to do after his meal breaks.

20 52. Defendant further violated IWC Wage Order No. 1 and Labor Code
21 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
22 of pay for each workday that the meal period was not provided, in an amount within the
23 jurisdiction of this Court, according to proof. This amount remains owed and unpaid.

24 53. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
25 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
26 § 226.7(b).

27 54. As a direct and proximate result of Defendant's unlawful conduct as alleged
28 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages

1 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
2 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's
3 violations of the California Labor Code and Wage Order No. 1.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST BREAKS**

6 **(Labor Code §226.7; IWC Wage Order No. 1– By Plaintiff Against Defendant**

7 **Does 1 through 100)**

8 55. Plaintiff realleges and incorporates by reference all of the allegations set forth in
9 this Complaint.

10 56. Labor Code § 226.7 and IWC Wage Order No. 1 provide that employers shall
11 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
12 per four hours of work, or major fraction thereof.

13 57. Labor Code § 226.7 and IWC Wage Order No. 1 provide that if an employer
14 fails to provide an employee with rest periods in accordance with those provisions, the
15 employer shall pay the employee one hour of pay at the employee's regular rate of
16 compensation for each workday that the rest periods were not so provided.

17 58. Defendant has intentionally and improperly denied uninterrupted rest periods to
18 Plaintiff in violation of Labor Code § 226.7 and IWC Wage Order No. 1. Plaintiff's rest breaks
19 were routinely interrupted by calls on his cell phone. Plaintiff was required to respond to calls
20 during his rest breaks. At times, Plaintiff was required to return to work prior to completion of
21 his rest breaks.

22 59. At all times relevant hereto, Plaintiff has worked 8 or more hours daily.

23 60. At all times relevant hereto, Defendant failed to provide rest periods as required
24 by Labor Code § 226.7 and IWC Wage Order No. 1.

25 61. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff,
26 Plaintiff has suffered, and will continue to suffer, damages in an amount within the jurisdiction
27 of this Court, according to proof at trial.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO MAINTAIN AND ISSUE ACCURATE WAGE STATEMENTS**

3 **(Labor Code §226 By Plaintiff Against Defendant and Does 1 through 100)**

4 62. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 63. At all times relevant hereto, Defendant failed to issue payrolls statements to
7 Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did
8 not properly and accurately itemize the number of hours Plaintiff worked at the effective
9 regular rates of pay and the effective overtime rates of pay, minimum wages and premium pay
10 for meal/rest breaks not compliant.

11 64. CNC knowingly and intentionally failed to comply with *Labor Code* §226(a),
12 causing damage to Plaintiff. These damages, including but not limited to, costs expended
13 calculating the actual hours worked and the amount of employment taxes which were not
14 properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff
15 elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations
16 occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* §
17 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

18 65. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
19 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).
20

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

23 **(Cal. Labor Code §2802 By Plaintiff Against Defendant and Does 1 through 100)**

24 66. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 67. Labor Code §2802 requires employers to indemnify employees for all necessary
27 expenditures incurred by employees in the discharge of his duties.
28

1 68. At all times relevant herein, Defendant was aware that Plaintiff was using his
2 cell phone, vehicle and purchasing tools for business, but failed to indemnify Plaintiff for all
3 his business-related expenses, including wear and tear expenses, in accordance with Labor
4 Code §2802. Plaintiff was required to use his cell phone to take pictures of things in the
5 building that were broken and to send the pictures to his supervisors.

6 69. As a result of Defendant's conduct, Plaintiff suffered damages in an amount,
7 subject to proof, to the extent he was not reimbursed for all of his business-related expenses
8 incurred in the discharge of his duties.

9 70. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
10 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

13 **(Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)**

14 71. Plaintiff realleges and incorporates by reference all of the allegations set forth in
15 this Complaint.

16 72. California Labor Code Section 1198.5 provides:

17 (a) Every current and former employee, or his or her representative, has the right
18 to inspect and receive a copy of the personnel records that the employer
19 maintains relating to the employee's performance or to any grievance concerning
20 the employee.

21 (b) The employer shall make the contents of those personnel records available
22 for inspection to the current or former employee, or his or her representative, at
23 reasonable intervals and at reasonable times, but not later than 30 calendar days
24 from the date the employer receives a written request, unless the current or
25 former employee, or his or her representative, and the employer agree in writing
26 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
27 date does not exceed 35 calendar days from the employer's receipt of the written
28 request to inspect the records. Upon a written request from a current or former

1 employee, or his or her representative, the employer shall also provide a copy of
2 the personnel records,... later than 30 calendar days from the date the employer
3 receives the request...

4 (k) If an employer fails to permit a current or former employee, or his or her
5 representative, to inspect or copy personnel records within the times specified I
6 this section... the current or former employee may recover a penalty of seven
7 hundred fifty dollars (\$750) from the employer.

8 (1) A current or former employee may also bring an action for injunctive relief
9 to obtain compliance with this section, and may recover costs and reasonable
10 attorney's fees in such an action.

11 73. Additionally, pursuant to Wage Order No. 1, at section 7 re: Records, employers
12 are required to keep accurate payroll records on each employee, and such records must be made
13 readily available for inspection by the employee upon reasonable request. The employer must
14 also maintain accurate production records.

15 74. On or about July 24, 2025, Plaintiff's counsel issued a written request to CNC
16 for copies of his personnel records.

17 75. Under California Labor Code Sections 226, 432 and 1198.5, such records were
18 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
19 Plaintiff's counsel and CNC did not enter into an agreement to enlarge the time for CNC's
20 compliance, and CNC has failed and refused to permit Plaintiff copies of his records.

21 76. As a direct result and consequence of CNC's failure and refusal to permit
22 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
23 decree mandating CNC's compliance. Plaintiff has suffered and will suffer harm as a result of
24 CNC's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750
25 based upon CNC's violation of §1198.5.

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1 **EIGHTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **(Business & Professions Code §§ 17200 et seq. By Plaintiff Against Defendant and Does 1**
4 **through 100)**

5 77. Plaintiff realleges and incorporates by reference all of the allegations set forth in
6 this Complaint.

7 78. *Business & Professions Code* §§ 17200 et seq. prohibit acts of unfair
8 competition, which mean and include “unlawful and unfair business practices.”

9 79. Defendant’s conduct as alleged herein has been and continues to be unfair,
10 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
11 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5. Plaintiff
12 is a “person” within the meaning of *Business and Professions Code* § 17204 and therefore has
13 standing to bring this suit for restitution.

14 80. The prompt payment of overtime, minimum wages, affording of meal/rest
15 breaks and reimbursement of business expenses, are fundamental public policies of California.
16 It also is the public policy of California to enforce minimum labor standards to ensure that
17 employees are not required to or permitted to work under substandard and unlawful conditions
18 and to protect those employers who comply with the law from losing competitive advantage to
19 other employers who fail to comply with labor standards and requirements.

20 81. Through the conduct alleged herein, Defendant acted contrary to these public
21 policies and have thus engaged in unlawful and/or unfair business practices in violation of
22 *Business & Professions Code* §§ 17200 et seq., depriving Plaintiff of the rights, benefits and
23 privileges guaranteed to employees under California law.

24 82. Defendant regularly and routinely violated the following statutes and regulations
25 with respect to Plaintiff:

- 26 (a) *Labor Code* §§ 510, 1194 and 1198 and IWC Wage Order No. 1 as
27 amended (failure to pay overtime);
28

- 1 (b) *Labor Code* §§ 1194, 1194.2, 1997, 1197.1, 1198 and IWC Wage Order
2 No. 1 as amended (failure to pay minimum wage);
3 (c) *Labor Code* §226 (failure to afford meal breaks);
4 (d) *Labor Code* §226 (failure to afford rest breaks);
5 (e) *Labor Code* § 226 (failure to maintain and provide accurate wage
6 statements to employees at the time of payment of wages);
7 (f) *Labor Code* §2802 (failure to reimburse business expenses); and
8 (f) *Labor Code* §1198.5 (failure to allow inspection of employment
9 records).

10 83. By engaging in these business practices, which are unfair business practices
11 within the meaning of *Business & Professions Code* §§17200 *et seq.*, Defendant CNC harmed
12 Plaintiff and gained an unfair competitive edge. Under the *Business & Professions Code* §
13 17203, Plaintiff is entitled to obtain restitution of these funds.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
16 and against Defendant as follows:

- 17 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff, in
18 the amount of at least \$153,619.20, according to proof;
19 2. For compensatory damages in the amount of unpaid minimum wages due to
20 Plaintiff, in the amount of at least \$153,619.20, according to proof;
21 3. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
22 workday that a meal and/or rest period was not afforded;
23 4. For payment of unpaid wages in accordance with California labor and
24 employment law;
25 5. For an award of consequential damages in Plaintiff's favor and against
26 Defendant, in an amount to be proven at trial;
27 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
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1 7. For compensatory damages in the amount of Plaintiff's out of pocket expenses
2 and/or reimbursement of monies incurred while performing Defendants' business-related
3 duties, plus interest, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);

4 8. For prejudgment interest accrued on all due and unpaid overtime and minimum
5 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
6 1194(a), according to proof;

7 9. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 210, according
8 to proof;

9 10. For reasonable costs, including attorneys' fees, in an amount according to proof
10 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 218.6, 1198.5(1), 2802 and/or Cal.
11 Code of Civ. Proc. §1021.5;

12 11. For an award of restitution of wages to Plaintiff in an amount equal to the
13 amount of wages owed and unpaid, according to proof;

14 12. For injunctive relief ordering the continuing unfair business acts and practices to
15 cease, as the Court deems just and proper;

16 13. For other injunctive relief ordering Defendant to notify Plaintiff that he has not
17 been paid the proper amounts in accordance with California law;

18 14. For injunctive relief requiring Defendant CNC to comply with Labor Code
19 1198.5(b)(1);

20 15. For punitive and exemplary damages in a sum to be determined at trial; and

21 16. For such other and further relief as the Court deems just and proper.

22 **DEMAND FOR JURY TRIAL**

23 Plaintiff Robert Loera hereby respectfully requests a trial by jury for all claims and
24 issues raised in his Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: August 5, 2025

By: Jasmine Badawi
Jasmine J. Badawi
Attorneys for Plaintiff
Robert Loera