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CARLOS PEREZ-GARCIA, and all others similarly situated

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

CARLOS PEREZ-GARCIA, on behalf of
himself and all others similarly situated, and
the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

SYSTEMS MACHINES AUTOMATION
COMPONENTS CORPORATION; and
DOES 1 to 25, inclusive,

Defendant(s).

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By C. Franssen ,Deputy Clerk

Case No.: 25CU050624N

CLASS ACTION

COMPLAINT FOR:

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

JURY TRIAL DEMANDED

1 Plaintiff, CARLOS PEREZ-GARCIA (hereafter “Plaintiff”), on behalf of himself and
2 all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 1-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against SYSTEMS
7 MACHINES AUTOMATION COMPONENTS CORP. and DOES 1 to 25, inclusive
8 (“SMAC” or “Defendant”).

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

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

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

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

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

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

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

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

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

24 **II. THE PARTIES**

25 3. Plaintiff CARLOS PEREZ-GARCIA is a resident of California. At all relevant
26 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11010 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c)

1 4. At all times mentioned herein, Defendant SYSTEMS MACHINES
2 AUTOMATION COMPONENTS CORP is and was a California corporation, with its
3 principal place of business at 5801 Van Allen Way, Carlsbad, Ca 92008, and which employed
4 Plaintiff. As such, it is a citizen of California based on Plaintiff's information and belief.

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

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

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

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

25 **III. CLASS ALLEGATIONS**

26 9. This action has been brought and may be maintained as a class action pursuant
27 to California Code of Civil Procedure section 382 because there is a well-defined community
28 of interest among the persons who comprise the readily ascertainable class defined below and

1 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
2 as a class action.

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

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

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

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

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

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

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

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

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

28 F. Whether Defendant willfully failed to provide the class with timely

1 wages during and upon termination of employment;

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

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

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

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

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

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

1 contradictory judgments inherent in individual litigation.

2 **IV. STATEMENT OF FACTS**

3 18. The Wage Order applies to all persons employed in the manufacturing industry
4 whether paid on a time, piece rate, commission, or other basis[.]” Wage Order, § 1. The Wage
5 Order defines “manufacturing industry” to include: “any industry, business, or establishment
6 operated for the purpose of preparing, producing, making, altering, repairing, finishing,
7 processing, inspecting, handling, assembling, wrapping, bottling, or packaging goods, articles,
8 or commodities, in whole or in part...” Id., § 2(H). At all relevant times during the applicable
9 limitations period, SMAC engaged in manufacturing precision electric actuators. Accordingly,
10 Plaintiff and the Class Members are entitled to the protections afforded by the Wage Order.

11 19. SMAC first began to employ Plaintiff on or around September 5, 2000 as a
12 machine operator and later, as an assembler, at its facility located at 5807 Van Allen Way,
13 Carlsbad, CA 92008. Plaintiff’s job tasks included cleaning parts before they were sent off for
14 painting. Plaintiff’s employment ended on or around June 30, 2025.

15 20. At all relevant times, SMAC issued wages to Plaintiff and all of the other Class
16 Members on a biweekly basis and paid them by the hour. At all relevant times, SMAC
17 classified Plaintiff and all of the other Class Members as non-exempt employees entitled to the
18 protections of the Labor Code and the Wage Order. During his tenure, Plaintiff generally
19 worked Monday through Friday and his schedule varied, starting as early as 5:00 a.m. to
20 approximately 2:00 p.m. Plaintiff’s latest rate of pay is approximately \$21.22 per hour.

21 21. SMAC failed to pay Plaintiff and other Class Members for all time worked or
22 subject to its control. This is so because SMAC had a policy and practice of rounding down
23 work hours to the detriment of employees, which is akin to a minimum wage violation.

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

1 factored into the equation. Furthermore, any incentive payments and/or bonus payments were
2 not factored into employees' regular rate of pay for purposes of deciphering the correct
3 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
4 the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC*
5 (2021) 11 Cal. 5th 858, 863.

6 23. SMAC failed to provide all compliant meal periods and authorize and permit
7 all compliant rest periods to which Plaintiff and the other Class Members were entitled.
8 Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted 30-minute
9 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
10 periods for every four hours or major fraction thereof worked. However, Plaintiff and the
11 Class Members never received their meal periods before the 5th hour worked. SMAC
12 scheduled lunch to be taken at 12:00 p.m. everyday (there was a bell system) despite Plaintiff
13 and others starting their shifts at 6:30 a.m., or earlier. As such, meal periods were late on a
14 daily basis for all of the employees. Similarly, Plaintiff and the other Class Members were not
15 always able to take timely and duty-free 10-minute rest breaks due to the workload. As such,
16 the culture as well as the policies and procedures of SMAC did not lend itself to the employees
17 receiving compliant statutory rest breaks and meal breaks. On information and belief, SMAC
18 did not provide premium wages for these meal and rest break violations; if SMAC did provide
19 premium wages, they were not paid at the correct rate, as explained above.

20 24. SMAC failed to reimburse Plaintiff and the other Class Members for business
21 expenses they incurred in direct consequence of the discharge of their duties. During his
22 employment, Plaintiff had to purchase steel toe boots to wear at work. However, SMAC did
23 not t reimburse Plaintiff or the other employees for these uniform expenses. Accordingly,
24 SMAC was in violation of California Labor Code sections 2800 and 2802.

25 25. SMAC failed to pay its employees all wages due to them within any time
26 period specified by California Labor Code section 204, including the minimum wages and
27 overtime as described above as well as meal/rest break premiums. SMAC did not provide
28 Plaintiff and other Class Members accurate, itemized wage statements. Wage statements must

1 include, among other things, total hours worked by the employee. Labor Code § 226(a)(2).
2 SMAC issued wage statements that inaccurately reflected total hours worked, gross and net
3 wages earned, and the number of hours worked at each hourly rate because of SMAC's failure
4 to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). SMAC'
5 failure to maintain accurate records as to the hours worked daily by employees also constitutes
6 a violation of Labor Code section 1174(d).

7 26. Finally, because SMAC did not properly pay all wages earned as explained
8 herein, SMAC also failed to pay final wages owed to Plaintiff and other Class Members in
9 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
10 and compensation for all hours worked, overtime compensation, premium pay for missed meal
11 and rest breaks, and business expense reimbursement, among others.

12 27. SMAC has also violated Labor Code section 558 and engaged in business
13 practices which violate Business and Professions Code Section 17200.

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

- 16 A. Not provided with all off duty meal periods;
- 17 B. Not authorized and permitted to take all rest break periods;
- 18 C. Not paid one hour's pay for each workday in which Defendant failed to
19 authorize and permit them to take one or more timely rest periods;
- 20 D. Not paid one hour's pay for each workday in which Defendant failed to
21 provide them with one or more timely meal periods;
- 22 E. Not paid all wages earned, including, but not limited to, minimum,
23 regular, overtime, and doubletime wages for work performed while clocked out;
- 24 F. Not indemnified for all necessary business expenditures incurred during
25 the discharge of their duties;
- 26 G. Not provided with accurate and complete wage statements; and
- 27 H. Not timely paid all earned and unpaid wages during employment and at
28 the time their employment ended.

1 **FIRST CAUSE OF ACTION**

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

3 **AT THE CORRECT RATES OF PAY**

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

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

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

7 30. At all relevant times, Plaintiff and the Class Members have been employees of
8 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
9 1197, and 1198, and the Wage Order.

10 31. Section 2(G) of the Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of an employer, and includes all the time the
12 employee is suffered or permitted to work, whether or not required to do so.”

13 32. Section 3 of the Wage Order states:

14 **(A) Daily Overtime - General Provisions**

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

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

(b) Double the employee’s regular rate of pay for

1 all hours worked in excess of 12 hours in any
2 workday and for all hours worked in excess of
3 eight (8) hours on the seventh (7th) consecutive
4 day of work in a workweek.

5 (c) The overtime rate of compensation required to
6 be paid to a nonexempt full-time salaried
7 employee shall be computed by using the
8 employee's regular hourly salary as one-fortieth
9 (1/40) of the employee's weekly salary.

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

13 34. Labor Code section 510 states:

14 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
15 in one workday and any work in excess of 40 hours in any one workweek and
16 the first eight hours worked on the seventh day of work in any one workweek
17 shall be compensated at the rate of no less than one and one-half times the
18 regular rate of pay for an employee. Any work in excess of 12 hours in one day
19 shall be compensated at the rate of no less than twice the regular rate of pay for
20 an employee. In addition, any work in excess of eight hours on any seventh day
21 of a workweek shall be compensated at the rate of no less than twice the regular
22 rate of pay of an employee. Nothing in this section requires an employer to
23 combine more than one rate of overtime compensation in order to calculate the
24 amount to be paid to an employee for any hour of overtime work.

25 35. California Labor Code § 1194 invalidates any agreement between an employer
26 and an employee to work for less than the minimum wage required under the applicable Wage
27 Order.

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

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

38. In conjunction, these provisions of the California Labor Code require employers
to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 39. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 40. As described above, at all relevant times during the applicable limitations
11 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
12 including, but not limited to minimum, regular, overtime and doubletime wages for all
13 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
14 correct rates of pay.

15 41. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s
17 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
18 rates of pay as required by California law.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST BREAKS**

21 **(Lab. Code §§ 226.7 and 1198)**

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

23 42. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

27 44. In relevant part, Labor Code § 1198 states,

28 “The maximum hours of work and the standard conditions of labor
fixed by the commission shall be the maximum hours of work and the

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

3 45. In relevant part, Section 12 of the Wage Order states:

4 Rest Periods:

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

11 (B) If an employer fails to provide an employee a rest period
12 in accordance with the applicable provisions of this Order, the
13 employer shall pay the employee one (1) hour of pay at the
14 employee’s regular rate of compensation for each work day that
the rest period is not provided.

15 46. In addition, Labor Code Section 226.7 states

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

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

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

28 48. Defendant intentionally failed to authorize and permit Plaintiff and the Class

1 Members to take all 10-minute rest periods free from any work duties in accordance with the
2 Wage Order.

3 49. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
4 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
5 wages to Plaintiff and the Class Members for days on which they failed to authorize and
6 permit Plaintiff and the other Class Members to take timely rest periods.

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

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

18 52. Defendant failed to provide Plaintiff with all required rest breaks in
19 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
20 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
21 lack of a policy which resulted in Defendant not providing the Class Members with all rest
22 breaks required by California law.

23 53. Defendant failed to pay Plaintiff the additional wages required by California
24 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
25 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
26 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not
27 providing the Class Members with additional wages for all rest breaks not provided to them as
28 required by California Labor Code § 226.7.

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

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

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

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

57. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendant and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

58. In relevant part, Labor Code § 1198 states,

“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.”

59. In relevant part, Labor Code Section 512 states

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

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

Meal Periods:

(A) 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...

(D) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

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

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

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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.

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

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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

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

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

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

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

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

• • •

Wage Order, § 9(A).

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

71. As described above, at all relevant times, Defendant required Plaintiff and the

1 Class Members to incur certain business expenses in the course of performing their duties,
2 including but not limited to uniform items (steel toe boot). However, Defendant did not provide
3 these items and did not reimburse Plaintiff and the Class Members for these business expenses.

4 72. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
5 Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant's
6 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
7 during the course of performing their duties.

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

11 **FIFTH CAUSE OF ACTION**

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

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

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

15 74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

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

19 A. Gross wages earned;

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

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

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

27 E. Net wages earned;

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

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

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

6 I. All applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 76. Pursuant to California Labor Code § 226, an employee is deemed to suffer
9 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
10 suffer injury if the employer fails to provide accurate and complete information as required by
11 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
12 from the wage statement alone one or more of the following:

13 A. The amount of the gross wages or net wages paid to the employee during
14 the pay period or any of the other information required to be provided on the itemized wage
15 statement pursuant to California Labor Code § 226(a);

16 B. Which deductions the employer made from gross wages to determine the
17 net wages paid to the employee during the pay period;

18 C. The name and address of the employer and, if the employer is a farm
19 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
20 name and address of the legal entity that secured the services of the employer during the pay
21 period;

22 D. The name of the employee and only the last four digits of his or her social
23 security number or an employee identification number other than a social security number; and

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

25 77. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
26 means a reasonable person would be able to readily ascertain the information without
27 reference to other documents or information.

28 78. As alleged herein, at all relevant times during the applicable limitations period,

1 Defendant violated California Labor Code section 226 because it did not properly and
2 accurately itemize each employee's gross wages earned, net wages earned, the total hours
3 worked, the corresponding number of hours worked at each rate by the employee and other
4 requirements of California Labor Code section 226. Defendant failed to state in the wage
5 statements they issued to Plaintiff and the other Class Members all their hours worked and
6 wages earned, including, but not limited to, regular and overtime wages for work they
7 performed off-the-clock (as described above). Defendant knowingly and intentionally did not
8 issue either as a detachable part of the check, draft, or voucher paying the employee's wages,
9 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
10 Members that state all overtime wages earned, all minimum wages earned, all regular wages
11 earned, all meal period premium wages earned, all rest break premium wages earned, gross
12 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

13 79. Defendant's failure to provide Plaintiff and the other Class Members with
14 accurate wage statements was knowing and intentional. Defendant had the ability to provide
15 Plaintiff and the other Class Members with accurate wage statements but intentionally
16 provided wage statements that Defendant knew were not accurate.

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

28 81. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled

1 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
2 period in which a violation of California Labor Code § 226(a) occurred and one hundred
3 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
4 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
5 entitled to an award of costs and reasonable attorneys' fees.

6 **SIXTH CAUSE OF ACTION**

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

8 **(Lab. Code §§ 204)**

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

10 82. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

1 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **EIGHTH CAUSE OF ACTION**

8 **CIVIL PENALTIES**

9 **(Lab. Code §§ 2698, *et seq.*)**

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

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

12 98. The “Aggrieved Employees” are all members of the Class defined above who
13 Defendant employed during the period beginning July 16, 2024 and ending on the date that
14 final judgment is entered in this action.

15 99. Labor Code section 1174, which also pertains to recordkeeping, states:

16 Every person employing labor in this state shall

17 ...

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

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

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

9 101. During the applicable time period, Defendant violated California Labor Code
10 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802.

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

14 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
15 Members are entitled to recover civil penalties for each of the Defendant's violations of
16 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
17 1198, and 2802 during the applicable limitations period in the following amounts:

18 A. For violations of California Labor Code § 204, one hundred dollars
19 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
20 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
21 established by California Labor Code § 210).

22 B. For violations of California Labor Code § 226(a), two hundred fifty
23 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
24 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
25 established by California Labor Code § 226.3).

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

1 California Labor Code § 558).

2 D. For violations of California Labor Code § 1174, five hundred dollars
3 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
4 California Labor Code § 1174.5).

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

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

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

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

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1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

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

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

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

9 108. The unlawful conduct of Defendant alleged herein amounts to and constitutes
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
12 unfairly gained a competitive advantage over other comparable companies doing business in
13 California that comply with their legal obligations to compensate employees for all earned
14 wages.

15 109. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
16 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
17 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
18 meal period premium wages, missed rest period premium wages, mobile phone, uniform,
19 kitchen tools, and other expenses, and comparable money and property.

20 110. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
21 Class Members are entitled to restitution of all monies rightfully belonging to them that
22 Defendant did not pay them or otherwise retained by means of their unlawful and unfair
23 business practices.

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

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28 ///

1 **V. PRAYER FOR RELIEF**

2 112. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
3 for relief and judgment against Defendant as follows:

4 A. An order that the action be certified as a class action with respect to
5 Plaintiff's claims for violations of California law;

6 B. An order that Plaintiff be appointed class representative;

7 C. An order that counsel for Plaintiff be appointed class counsel;

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split
9 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
10 time, and reporting time wages;

11 E. Liquidated damages;

12 F. Statutory penalties, including waiting time penalties;

13 G. Civil Penalties;

14 H. Restitution;

15 I. Declaratory relief;

16 J. Actual damages;

17 K. Pre-judgment interest;

18 L. Costs of suit;

19 M. Reasonable attorneys' fees; and

20 N. Such other relief as the Court deems just and proper.

21 **VI. DEMAND FOR JURY TRIAL**

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

24
25 Dated: September 20, 2025

MM LAW, APC

26 By Maralle Messrelian
27 Maralle Messrelian, Esq.
28 Attorneys for Plaintiff, CARLOS PEREZ-
GARCIA, and all others similarly situated