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9 ELOENI CASTELLON, and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**
12 **(UNLIMITED JURISDICTION)**

13 ELOENI CASTELLON, on behalf of himself
14 and all others similarly situated, and the
15 general public,

16 *Plaintiff,*

17 vs.

18 ARMM LOGISTICS CORP; and DOES 1 to
19 25, inclusive,

20 *Defendant(s).*

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Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV470881
Reviewed By: S. Rodriguez

Case No.: 25CV470881

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) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, ELOENI CASTELLON (hereafter “Plaintiff”), on behalf of himself and all
2 others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class action based on alleged violations of the California
5 Labor Code, Industrial Welfare Commission Order No. 9-2001 (hereafter “the Wage Order”),
6 and the California Business and Professions Code against ARMM LOGISTICS CORP. and
7 DOES 1 to 25, inclusive (“ARMM” or “Defendant”).

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

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

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

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

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

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

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

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

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

22 **II. THE PARTIES**

23 3. Plaintiff ELOENI CASTELLON is a resident of California. At all relevant
24 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
25 Regulations Section 11090.

26 4. At all times mentioned herein, Defendant ARMM Logistics Corp. is and
27 was a California corporation, with its principal place of business at 225 N. McCarthy Blvd.,
28 Milpitas, CA 95035, and which employed Plaintiff. As such, it is a citizen of California based

1 on Plaintiff's information and belief.

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

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

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

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

22 **III. CLASS ALLEGATIONS**

23 9. This action has been brought and may be maintained as a class action pursuant
24 to California Code of Civil Procedure section 382 because there is a well-defined community
25 of interest among the persons who comprise the readily ascertainable class defined below and
26 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
27 as a class action.

28 10. **Class Definition:** The Class is defined as follows: All persons Defendant

1 employed in California as hourly, non-exempt employees, at any time during the period
2 beginning four years prior to the filing of this action and ending on the date that final judgment
3 is entered in this action (“Class” or “Class Members”).

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

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

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

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

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

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

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

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

25 F. Whether Defendant willfully failed to provide the class with timely
26 wages during and upon termination of employment;

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

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

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

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

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

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

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1 **IV. STATEMENT OF FACTS**

2 18. The Wage Order applies to “all persons employed in the transportation industry
3 whether paid on a time, piece rate, commission, or other basis[.]” Wager Order, § 1. The Wage
4 Order defines “Mercantile Industry” as “of conveying persons or property from one place to
5 another whether by rail, highway, air, or water, and all operations and services in connection
6 therewith; and also includes storing or warehousing of goods or property, and the repairing,
7 parking, rental, maintenance, or cleaning of vehicles.” Wage Order, § 2(P). At all relevant
8 times during the applicable limitations period, ARMM LOGISTICS engaged in logistics
9 services specializing in parcel delivery to residential and commercial locations. Accordingly,
10 Plaintiff and the Class Members are entitled to the protections provided under the Wage Order.

11 19. ARMM LOGISTICS first began to employ Plaintiff on or around February 29,
12 2024 as an hourly, non-exempt driver. ARMM LOGISTICS continuously employed Plaintiff
13 in that capacity until on or about July 5, 2025 when his employment ended.

14 20. ARMM LOGISTICS issued wages to Plaintiff and all of the other Class
15 Members on a biweekly basis and paid them by the hour. Plaintiff’s latest rate of pay was
16 approximately \$24.50 per hour. At all relevant times, ARMM LOGISTICS classified Plaintiff
17 and all of the other Class Members as non-exempt employees entitled to the protections of the
18 Labor Code and the Wage Order. ARMM LOGISTICS employed Plaintiff and all of the Class
19 Members more than six, eight, and ten hours per day. During his tenure, Plaintiff’s schedule
20 varied, but he generally worked 5 days a week, with his shifts generally starting at
21 approximately 10:40/10:45 a.m. and ending between 7:00 p.m. and 9:00 p.m. or later.

22 21. ARMM LOGISTICS failed to pay Plaintiff and other Class Members for all
23 time worked or subject to its control. Plaintiff would arrive to the facility located at 225 N
24 McCarthy Blvd, Milpitas, CA 95035 around 10:30 a.m. He would then get job instructions,
25 which would take about 10-15 minutes. Plaintiff would then clock in for the start of his shift.
26 Moreover, ARMM LOGISTICS dispatchers would often call (and sometimes text) Plaintiff
27 about work-related matters before he had clocked in for the start of his shift (about 10 minutes
28 before), after he had clocked out at the end of his shifts (to inquire about any leftover or

1 missing packages), or during his meal periods. ARMM LOGISTICS failed to pay Plaintiff for
2 this off-the-clock work.

3 22. Due to the above “off the clock” violations, ARMM LOGISTICS failed to pay
4 Plaintiff and the Class Members properly-calculated overtime wages. Plaintiff’s and the Class
5 Members’ actual work hours, which included the “off the clock” work as described above,
6 entitled them to overtime, however, it was not company policy to keep accurate track of all
7 hours worked and to pay employees the accurate amount of overtime, especially since the “off
8 the clock” work was not factored into the equation. Furthermore, any incentive payments
9 and/or bonus payments were not factored into employees’ regular rate of pay for purposes of
10 deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
11 were not factored into the correct meal and rest break premium pay per *Ferra v. Loews*
12 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

13 23. ARMM LOGISTICS failed to provide all compliant meal periods and authorize
14 and permit all compliant rest periods to which Plaintiff and the other Class Members were
15 entitled. Plaintiff and other Class Members were entitled to take off-duty, uninterrupted 30-
16 minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-
17 minute rest periods for every four hours or major fraction thereof worked. However, Plaintiff
18 and the Class Members did not always receive their meal periods before the 5th hour worked.
19 Moreover, even when Plaintiff and other Class Members would be clocked out for a meal
20 period or would be on their rest breaks, ARMM LOGISTICS dispatchers would frequently
21 interrupt Plaintiff and other Class Members with work related matters. As far as rest periods,
22 Plaintiff was not always able to take both of his rest breaks due to the workload or they were
23 interrupted by dispatchers. As such, the culture at ARMM LOGISTICS did not lend itself to
24 the employees receiving timely statutory breaks wherein they were relieved of all work duties.
25 On information and belief, ARMM LOGISTICS did not provide premium wages for these
26 meal and rest break violations; if ARMM LOGISTICS did provide premium wages, they were
27 not paid at the correct rate, as explained above.

28 24. ARMM LOGISTICS failed to reimburse Plaintiff and the other Class Members

1 for business expenses they incurred in direct consequence of the discharge of their duties.
2 Although ARMM LOGISTICS provided company phones, ARMM LOGISTICS required
3 Plaintiff and the other Class Members to use their own personal cell phones to clock in/clock
4 out for payroll purposes on the ADP app and communicate with dispatchers and office staff
5 concerning work matters and schedules. ARMM LOGISTICS also required Plaintiff and the
6 other Class Members to download and use the Zoho app on their mobile phones to check
7 messages from work and communicate with dispatchers. The company phone was only used to
8 check address and package information and had to be turned in to the manager at the end of
9 the shift. ARMM LOGISTICS did not reimburse Plaintiff and the other Class Members for
10 these mobile phone expenses. Accordingly, ARMM LOGISTICS was in violation of
11 California Labor Code sections 2800 and 2802.

12 25. ARMM LOGISTICS failed to pay its employees all wages due to them within
13 any time period specified by California Labor Code section 204, including the minimum
14 wages and overtime as described above as well as meal/rest break premiums. ARMM
15 LOGISTICS did not provide Plaintiff and other Class Members accurate, itemized wage
16 statements. Wage statements must include, among other things, total hours worked by the
17 employee. Labor Code § 226(a)(2). ARMM LOGISTICS issued wage statements that
18 inaccurately reflected total hours worked, gross and net wages earned, and the number of
19 hours worked at each hourly rate because of ARMM LOGISTICS's failure to properly pay
20 wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). ARMM LOGISTICS'
21 failure to maintain accurate records as to the hours worked daily by employees also constitutes
22 a violation of Labor Code section 1174(d).

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

1 27. ARMM LOGISTICS has also violated Labor Code section 558 and engaged in
2 business practices which violate Business and Professions Code Section 17200.

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

- 5 A. Not provided with all off duty meal periods;
- 6 B. Not authorized and permitted to take all rest break periods;
- 7 C. Not paid one hour's pay for each workday in which Defendant failed to
8 authorize and permit them to take one or more timely rest periods;
- 9 D. Not paid one hour's pay for each workday in which Defendant failed to
10 provide them with one or more timely meal periods;
- 11 E. Not paid all wages earned, including, but not limited to, minimum,
12 regular, overtime, and doubletime wages for work performed while clocked out;
- 13 F. Not indemnified for all necessary business expenditures incurred during
14 the discharge of their duties;
- 15 G. Not provided with accurate and complete wage statements; and
- 16 H. Not timely paid all earned and unpaid wages during employment and at
17 the time their employment ended.

18 **FIRST CAUSE OF ACTION**

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

20 **AT THE CORRECT RATES OF PAY**

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

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

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

24 30. At all relevant times, Plaintiff and the Class Members have been employees of
25 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
26 1197, and 1198, and the Wage Order.

27 31. Section 2(H) of the Wage Order defines "hours worked" as "the time during
28 which an employee is subject to the control of an employer, and includes all the time the

1 employee is suffered or permitted to work, whether or not required to do so.”

2 32. Section 3 of the Wage Order states:

3 (A) Daily Overtime - General Provisions

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

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

17 (b) Double the employee’s regular rate of pay for
18 all hours worked in excess of 12 hours in any
19 workday and for all hours worked in excess of
20 eight (8) hours on the seventh (7th) consecutive
21 day of work in a workweek.

21 (c) The overtime rate of compensation required to
22 be paid to a nonexempt full-time salaried
23 employee shall be computed by using the
24 employee’s regular hourly salary as one-fortieth
25 (1/40) of the employee’s weekly salary.

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

27 34. Labor Code section 510 states:

28 Eight hours of labor constitutes a day's work. Any work in excess of eight hours

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

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

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

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

19 38. In conjunction, these provisions of the California Labor Code require employers
20 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
21 for all hours worked, including unrecorded hours when the employer knew or reasonably should
22 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
23 *Co.* (2000) 22 Cal.4th 575, 585.)

24 39. With respect to overtime wages, the regular rate of pay under California law
25 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
26 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to
27 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
28 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

40. As described above, at all relevant times during the applicable limitations
period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,

1 including, but not limited to minimum, regular, overtime and doubletime wages for all
2 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
3 correct rates of pay.

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

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST BREAKS**

10 **(Lab. Code §§ 226.7 and 1198)**

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

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

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

16 44. In relevant part, Labor Code § 1198 states,
17 "The maximum hours of work and the standard conditions of labor
18 fixed by the commission shall be the maximum hours of work and the
19 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."

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

21 **Rest Periods:**

22 (A) Every employer shall authorize and permit all employees
23 to take rest periods, which insofar as practicable shall be in the
24 middle of each work period. The authorized rest period time
25 shall be based on the total hours worked daily at the rate often
26 (10) minutes net rest time per four (4) hours or major fraction
27 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.

28 (B) If an employer fails to provide an employee a rest period

1 in accordance with the applicable provisions of this Order, the
2 employer shall pay the employee one (1) hour of pay at the
3 employee's regular rate of compensation for each work day that
4 the rest period is not provided.

46. In addition, Labor Code Section 226.7 states

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

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

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

48. Defendant intentionally failed to authorize and permit Plaintiff and the Class
20 Members to take all 10-minute rest periods free from any work duties in accordance with the
21 Wage Order.

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

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

1 major fraction thereof.

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

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

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

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

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

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Lab. Code §§ 226.7, 512, and 1198)**

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

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

28 57. At all relevant times during the applicable limitations period, Plaintiff and the

1 Class Members have been employees of Defendant and entitled to the benefits and protections
2 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

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

4 “The maximum hours of work and the standard conditions of labor
5 fixed by the commission shall be the maximum hours of work and the
6 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.”

7 59. In relevant part, Labor Code Section 512 states

8 “An employer may not employ an employee for a work period of more
9 than five hours per day without providing the employee with a meal
10 period of not less than 30 minutes, except that if the total work period
11 per day of the employee is no more than six hours, the meal period may
12 be waived by mutual consent of both the employer and employee. An
13 employer may not employ an employee for a work period of more than
14 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.”

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

16 Meal Periods:

17 (A) No employer shall employ any person for a work period of more
18 than five (5) hours without a meal period of not less than 30
19 minutes, except that when a work period of not more than six (6)
20 hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

21 (D) If an employer fails to provide an employee a meal period in
22 accordance with the applicable provisions of this order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each workday that
the meal period is not provided.

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

26 (b) An employer shall not require an employee to
27 work during a meal or rest period mandated pursuant to
28 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.

1
2 (c) If an employer fails to provide an employee a meal period
3 or rest period in accordance with a state law, including,
4 but not limited to, an applicable statute or applicable
5 regulation, standard, or order of the Industrial Welfare
6 Commission, the Occupational Safety and Health
7 Standards Board, or the Division of Occupational Safety
8 and Health, the employer shall pay the employee one
9 additional hour of pay at the employee's regular rate of
10 compensation for each work day that the meal or rest
11 period is not provided.

12 62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
13 Class Members were entitled to be provided with uninterrupted meal periods of at least 30
14 minutes for each day they worked five or more hours. Pursuant to California Labor Code §
15 512, they were also entitled to a second 30-minute meal period when they worked more than
16 ten (10) hours in a workday.

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

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

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

28 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.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code §§ 1198 & 2802)**

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

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

6 68. At all relevant times, Plaintiff and the Class Members were employees of
7 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and
8 2802, and the Wage Order.

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

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

14 71. As described above, at all relevant times, Defendant required Plaintiff and the
15 Class Members to incur certain business expenses in the course of performing their duties,
16 including but not limited to personal mobile phones. However, Defendant did not reimburse
17 Plaintiff and the Class Members for these mobile phone expenses.

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

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

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1 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

9 A. Gross wages earned;

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

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

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

17 E. Net wages earned;

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

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

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

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

26 76. Pursuant to California Labor Code § 226, an employee is deemed to suffer
27 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
28 suffer injury if the employer fails to provide accurate and complete information as required by

1 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
2 from the wage statement alone one or more of the following:

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

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

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

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

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

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

18 78. As alleged herein, at all relevant times during the applicable limitations period,
19 Defendant violated California Labor Code section 226 because it did not properly and
20 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
21 worked, the corresponding number of hours worked at each rate by the employee and other
22 requirements of California Labor Code section 226. Defendant failed to state in the wage
23 statements they issued to Plaintiff and the other Class Members all their hours worked and
24 wages earned, including, but not limited to, regular and overtime wages for work they
25 performed off-the-clock (as described above). Defendant knowingly and intentionally did not
26 issue either as a detachable part of the check, draft, or voucher paying the employee’s wages,
27 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
28 Members that state all overtime wages earned, all minimum wages earned, all regular wages

1 earned, all meal period premium wages earned, all rest break premium wages earned, gross
2 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

3 79. Defendant's failure to provide Plaintiff and the other Class Members with
4 accurate wage statements was knowing and intentional. Defendant had the ability to provide
5 Plaintiff and the other Class Members with accurate wage statements but intentionally
6 provided wage statements that Defendant knew were not accurate.

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

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

24 **SIXTH CAUSE OF ACTION**

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

26 **(Lab. Code §§ 204)**

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

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

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

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

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

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

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

19 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

8 93. Defendant failed to pay Plaintiff and all of the other Class Members whose
9 employment ended all of the earned but unpaid wages described above by the conclusion of
10 their employment with Defendant, including minimum wages, regular wages, overtime wages,
11 unprovided meal period premium wages, and unprovided rest break premium wages.
12 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
13 whose employment ended their final paychecks within the required time periods.

14 94. By failing to pay such earned wages to Plaintiff and the Class Members,
15 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
16 201 or § 202.

17 95. Plaintiff is informed and believes that Defendant's failures to timely pay
18 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
19 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
20 practices that violate the requirements of the Labor Code and the Wage Order, even though at
21 all relevant times, they have had the ability to comply with those legal requirements.

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

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1 **EIGHTH 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 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 98. 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 99. 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.

15 100. 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 and other
19 expenses, and comparable money and property.

20 101. 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.

24 102. 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.

27 **V. PRAYER FOR RELIEF**

28 103. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays

1 for relief and judgment against Defendant as follows:

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

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

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

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

9 E. Liquidated damages;

10 F. Statutory penalties, including waiting time penalties;

11 G. Restitution;

12 H. Declaratory relief;

13 I. Actual damages;

14 J. Pre-judgment interest;

15 K. Costs of suit;

16 L. Reasonable attorneys' fees; and

17 M. Such other relief as the Court deems just and proper.

18 **VI. DEMAND FOR JURY TRIAL**

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

21 Dated: July 16, 2025

MM LAW, APC

22 By Maralle Messrelian

23 Maralle Messrelian, Esq.

24 Attorneys for Plaintiff, ELOENI

CASTELLON, and all others similarly
25 situated
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