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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**
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11 RODIN ULLOA-ULLOA, individually and
12 on behalf of all others similarly situated,

13 Plaintiffs,

14 vs.

15 REUSEO LLC, a California Limited Liability
16 Company, JAMES CASTELLO, an
Individual, and DOES 1 through 50,
17 inclusive,

18 Defendants.
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CASE NO. CGC-25-626049

Assigned for All Purposes to:
Hon. Jeffrey Ross
Dept. 602

FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 to represent is defined as follows: “all individuals employed by Defendant REUSEO LLC as a
2 non-exempt employee, whether directly or via a staffing agency, who worked in the State of
3 California at any time during the period commencing on the date that is four years preceding the
4 filing of this complaint.”

5 7. Ascertainable Class. The proposed class is ascertainable as its members can be
6 identified and located using information in Defendant’s payroll and personnel records.

7 8. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
8 because common questions of law and fact predominate over individual issues. Common
9 questions include, but are not limited to, the following: (1) whether Defendant properly calculated
10 and paid all amounts due to the class members for wages earned, including overtime wages, under
11 California law, (2) whether Defendant violated the California Labor Code and/or IWC Wage
12 Orders by withholding wages, including overtime wages, from the class members, (3) whether
13 Defendant provided the class members with all required meal periods on a fully-compliant basis,
14 or compensation in lieu thereof; (4) whether Defendant provided the class members with all
15 required rest periods on a fully-compliant basis, or compensation in lieu thereof; (5) whether
16 Defendant reimbursed the class members for reasonable and necessary business expenses; (6)
17 whether Defendant provided the class members with accurate itemized wage statements
18 containing all information required by Labor Code section 226(a); (7) whether Defendant timely
19 paid the class members all wages due upon separation of employment, (8) whether Defendant’s
20 failure to timely pay all wages due upon termination of employment was willful; and (9) whether
21 Defendant violated California Business and Professions Code sections 17200, et seq.

22 9. Numerosity. The plaintiff class is so numerous that the individual joinder of all
23 members is impractical under the circumstances of this case. While the exact number of class
24 members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least
25 100 individuals.

26 10. Typicality. Plaintiff’s claims are typical of the claims of the class members.
27 Plaintiff suffered a similar injury as the other class members as a result of Defendant’s common
28 practices regarding the calculation and payment of wages, including overtime wages, failure to

1 provide all required meal and rest periods on a fully compliant basis; failure to reimburse
2 expenses, provision of non-compliant wage statements, and untimely payment of wages due upon
3 termination. In addition, Plaintiff will fairly and adequately protect the interests of the class
4 members. Plaintiff has no interests adverse to the interests of the other class members.

5 11. Superiority. A class action is superior to other available means for the fair and
6 efficient adjudication of this controversy since individual joinder of all members of the class is
7 impractical. Class action treatment will permit a large number of similarly situated persons to
8 prosecute their common claims in a single forum simultaneously, efficiently, and without the
9 unnecessary duplication of effort and expense that numerous individual actions would engender.
10 Furthermore, as the damages suffered by each individual member of the class may be relatively
11 small, the expenses and burden of individual litigation would make it difficult or impossible for
12 individual members of the class to redress the wrongs done to them, while an important public
13 interest will be served by addressing the matter as a class action. The cost to the court system of
14 adjudication of such individualized litigation would be substantial. Individualized litigation would
15 also present the potential for inconsistent or contradictory judgments. Finally, the alternative of
16 filing a claim with the California Labor Commissioner is not superior, given the lack of discovery
17 in such proceedings, the fact that there are fewer available remedies, and the losing party has the
18 right to a trial de novo in the Superior Court.

19 **FIRST CAUSE OF ACTION**

20 (Recovery of Unpaid Overtime Wages – Labor Code §§ 1194)

21 12. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

22 13. California law mandates that employees in California be paid for all hours worked
23 over 40 per week, over 8 per day, or for the first 8 hours on the seventh consecutive day of work
24 at a premium rate of one and a half times the regular rate of pay, and two times the regular rate of
25 pay for all hours worked over 12 per day or over 8 hours on the seventh consecutive day of work.
26 Defendant violated California overtime wage laws by requiring, suffering or permitting Plaintiff
27 and other similarly situated employees to work overtime hours, and particularly daily overtime
28 hours, for which they were not paid the premium rate, such that Plaintiff and other class members

1 lost overtime compensation.

2 14. Pursuant to Labor Code Section 1194, Plaintiff and the class members are entitled
3 to recover all unpaid overtime wages, plus attorneys' fees and costs, in an amount to be proved at
4 trial.

5 **SECOND CAUSE OF ACTION**

6 (Failure to Provide Meal Periods or Compensation in Lieu thereof – Labor Code § 226.7)

7 15. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

8 16. Under the Labor Code and IWC Wage Orders, Defendant was required to provide
9 Plaintiff and similarly situated and similarly situated employees with one 30-minute meal period
10 free from all duties for all shifts longer than 5 hours, and a second 30-minute meal period free
11 from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the
12 following circumstances: (1) if an employee's total work period in a day is over five (5) hours but
13 no more than six (6) hours, the required meal period may be waived by mutual consent of the
14 employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours
15 but no more than twelve (12) hours, the required second meal period may be waived by mutual
16 consent of the employer and employee, but only if the first meal period was not waived.
17 Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for
18 at least one meal period for shifts over five hours (see above), and (2) to record having done so. If
19 the employer fails to properly record a valid meal period, it is presumed no meal period was
20 provided.

21 17. Plaintiff and the class members regularly worked periods of more than five hours
22 in a workday without being provided mandatory thirty-minute, duty-free meal periods before the
23 end of the fifth hour of work, and further worked periods of over 10 hours without receiving a
24 second meal period. Defendant failed to maintain a company meal period policy compliant with
25 California law and failed to provide Plaintiff and other similarly situated employees with all
26 required meal periods, including second meal periods on shifts of 10+ hours, and/or meal periods
27 were not provided until after the start of the fifth hour work. Defendant also failed to pay Plaintiff
28 and other similarly situated employees an additional hour of wages at their regular rates of

1 compensation for each workday a required meal period was not provided, or was late, short or
2 interrupted.

3 18. As a result, under Labor Code section 226.7, Plaintiff and the class members are
4 entitled to one additional hour of pay at the regular rate of compensation for each day a meal
5 period was missed or was non-compliant, all in an amount to be proved at trial.

6 **THIRD CAUSE OF ACTION**

7 (Failure to Provide Rest Periods or Compensation in Lieu thereof – Labor Code § 226.7)

8 19. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

9 20. California law requires an employer to authorize or permit an employee to take a
10 rest period of ten net minutes for every four hours worked, or major fraction thereof, and such rest
11 periods must be in the middle of the four-hour period insofar as practicable. If the employer fails
12 to provide any required rest periods, or fails to provide a fully compliant rest break for a net 10
13 minutes wherein the employee is fully relieved of all duties and all employer control, the
14 employer must pay the employee one hour of pay at the employee's regular rate of compensation
15 for each workday the employer did not provide a legally required and/or fully compliant rest
16 period.

17 21. Defendant did not maintain a company rest period policy and/or practice compliant
18 with California law, and Defendants frequently did not provide Complainant and other similarly
19 situated employees with appropriate rest periods, particularly as to third rest periods on shifts
20 exceeding 10 hours. Per Defendant's policy and/or practice, Plaintiff and other similarly situated
21 employees were not adequately informed and instructed about, and thereby were not afforded an
22 adequate opportunity to take, proper rest breaks per California law. Further, Employer failed to pay
23 Plaintiff other similarly situated employees with an additional hour of pay at the applicable regular
24 rates of pay for each missed or improper rest period.

25 22. As a result, under Labor Code section 226.7, Plaintiff and the similarly situated
26 employees are entitled to one additional hour of pay at the regular rate of compensation for each
27 day a rest period was missed or was non-compliant, all in an amount to be proved at trial.

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1 **FOURTH CAUSE OF ACTION**

2 (Failure to Reimburse Expenses – Labor Code § 2802

3 23. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

4 24. California Labor Code section 2802 provides an employer shall fully reimburse an
5 employee for all reasonable and necessary expenses incurred in the performance of the
6 employee's job duties. Plaintiffs and similarly situated employees regularly were required to use
7 their personal cell phones in the performance of their job duties, including downloading an app
8 called Work Force used to track hours worked, and incurred related expenses, which expenses
9 were not fully reimbursed by Defendant.

10 25. Pursuant to Labor Code section 2802, Plaintiff and similarly situated employees
11 are entitled to recover their unreimbursed business expenses, plus attorneys' fees and costs, in an
12 amount to be proved at trial.

13 **FIFTH CAUSE OF ACTION**

14 (Failure to Provide Accurate Itemized Wage Statements – Labor Code § 226)

15 26. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

16 27. The California Labor Code provides that, at the time of each payment of wages,
17 the employer must provide each employee, as a detachable part of the check, draft, or voucher
18 paying the employee's wages, with an itemized statement showing, inter alia, gross wages earned,
19 total hours worked, all deductions taken, net wages earned, the inclusive dates for which the
20 employee is being paid, the employee's name and last four digits of their social security number
21 or employee ID number, the name and address of the legal entity that it is the employer, and all
22 applicable hourly rates in effect during the pay period and all hours worked at each rate.

23 28. For the reasons set forth above, Defendant knowingly and intentionally failed to
24 provide Plaintiff and similarly situated employees with proper, itemized wage statements, as the
25 wage statements did not accurately reflect, inter alia, gross wages earned, net wages earned, or all
26 applicable hourly rates and the number of hours worked at each applicable hourly rate.

27 29. Accordingly, under Labor Code Section 226, Plaintiff and the similarly situated
28 employees each are entitled to penalties in the amount of \$50.00 for the initial pay period in

1 which a violation occurred, and \$100.00 for each subsequent pay period in which a violation
2 occurred, up to an aggregate penalty of \$4,000.00 per employee, plus attorney's fees and costs, all
3 in an amount to be proved at trial.

4 **SIXTH CAUSE OF ACTION**

5 (Waiting Time Penalties – Labor Code §§ 201, *et seq.*)

6 30. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

7 31. The California Labor Code provides that, at the time of termination of
8 employment, the employer must pay an employee all wages due and owing within the time
9 frames set forth in Labor Code Sections 201, *et seq.* For the reasons set forth above, Defendants
10 willfully failed to pay Plaintiff and similarly situated employees who no longer are employed
11 with Defendants all wages due and owing within the deadlines set forth in Labor Code Sections
12 201, *et seq.*

13 32. Under Labor Code Section 203, Plaintiff and similarly situated employees who no
14 longer are employed with Defendants are entitled to recover waiting time penalties of up to 30
15 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

16 **SEVENTH CAUSE OF ACTION**

17 (Unfair Competition – Business & Professions Code Sections 17200, *et seq.*)

18 33. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

19 34. Defendants' failure, inter alia, to pay all overtime earned, failure to pay premium
20 wages in lieu of missed/non-compliant meal and rest breaks, and failure to reimburse reasonable
21 and necessary business expenses, all in violation of the Labor Code and Wage Orders, constitutes
22 an unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions
23 Code sections 17200, *et seq.*

24 35. Pursuant to Business & Professions Code section 17203, Plaintiff and the similarly
25 situated employees are entitled to restitution of all unpaid wages, expenses, and other sums owed,
26 plus attorney's fees and costs, in an amount to be proved at trial.

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1 **EIGHTH CAUSE OF ACTION**

2 (Violation of Private Attorneys General Act – Labor Code §§ 2898, *et seq.*)

3 36. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

4 37. Plaintiff also brings this complaint under the Private Attorneys General Act of
5 2004, Labor Code sections 2698, *et seq.*, (“PAGA”), as a representative action on behalf of the
6 State of California regarding violations of the Labor Code as to all similarly aggrieved individuals
7 employed by Defendants as non-exempt employees, however titled, in the State of California,
8 from the date one year prior to submission of Plaintiff’s PAGA notice letter plus tolling.

9 38. During the one-year period, plus applicable tolling, preceding the filing of the
10 required PAGA notice with the Labor Workforce & Development Agency, and continuing through
11 the present, as alleged herein, Defendants violated Labor Code sections 201-203, 204, 216, 221-
12 224, 226, 226.7, 432, 510, 512, 514, 1174, 1194, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and all
13 applicable Wage Orders, as to Plaintiff and all other aggrieved employees employed by
14 Defendants in California during the applicable time frame. All of these violations subject
15 Defendants to civil penalties as set forth in the foregoing statutes as well as other provisions
16 of the Labor Code, including without limitation Labor Code sections 203, 210, 225.5, 226.3,
17 226.7, 256, 1174.5, 1194.2, 1197.1, and 2699, and section 18 or 20 of all applicable IWC
18 Wage Orders.

19 39. Plaintiff complied with the procedures for bringing suit specified in Labor Code
20 Sections 2699.3 and 2699.5. By letter dated and postmarked July 14, 2025 Plaintiff gave
21 written notice to the California Labor & Workforce Development Agency (“LWDA”) via
22 electronic submission at PAGAfilings@dir.ca.gov, and via certified mail to Defendants, of
23 the specific provisions of the Labor Code and Wage Orders allegedly violated, including the
24 facts and theories to support the alleged violations.

25 40. Under Labor Code Section 2699.3, the LWDA must give written notice by
26 certified mail to the parties it intends to investigate the alleged violations within 65 days of the
27 date of the complainant's written notice. As of the filing of this Complaint, the LWDA has not
28 provided the parties any notice of its intention to investigate Plaintiff’s claims on behalf of

1 himself and other aggrieved employees, nor have Defendants responded to Plaintiff's PAGA
2 notice in an attempt to cure. Accordingly, Plaintiff has exhausted all administrative remedies
3 required by law.

4 49. Under Labor Code Section 2699(g), Plaintiff and the aggrieved employees are
5 entitled to an award of reasonable attorney's fees and costs in connection with the claims for
6 civil penalties.

7 **PRAYER**

8 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,
9 as follows:

- 10 1. For compensatory damages and statutory penalties according to proof;
- 11 2. For an order requiring Defendants to make restitution of all amounts wrongfully
12 withheld from Plaintiff and the class;
- 13 3. For civil penalties according to proof;
- 14 4. For pre-judgment interest as permitted by law;
- 15 5. For reasonable attorney's fees and costs of suit; and
- 16 6. For such other and further relief as the Court deems just and proper.

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18 Dated: March 10, 2026

LAW OFFICES OF J. KIRK DONNELLY, APC

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21 J. Kirk Donnelly
22 Attorneys for Plaintiff RODIN ULLOA-ULLOA
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: March 10, 2026

LAW OFFICES OF J. KIRK DONNELLY, APC



J. Kirk Donnelly
Attorneys for Plaintiff RODIN ULLOA-ULLOA