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12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 DOE 1 and FERNANDO ZAMUDIO,
 15 individually and on behalf of all other similarly
 16 situated individuals,

17 Plaintiffs,

18 v.

19 ARONSON INDUSTRIES, INC., a California
 20 Corporation, LEVI ARONSON, an individual,
 21 and DOES 1-20, inclusive,

22 Defendants.

ELECTRONICALLY FILED

Superior Court of California
 County of Alameda

11/24/2025

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

Case No.: 25CV132788

**FIRST AMENDED CLASS &
 REPRESENTATIVE ACTION COMPLAINT
 FOR:**

1. Failure to Pay Wages, Violation of Labor Code §§ 204, 210, 223, 1194, 1197.1, and Wage Orders;
2. Failure to Pay Overtime, Violation of Labor Code § 204, 210, 223, 510, and Wage Orders;
3. Failure to Provide Meal Periods or Wages in Lieu Thereof, Violation of Wage Orders and Labor Code §§ 226.7, 512;
4. Failure to Provide Rest Breaks or Wages in Lieu Thereof, Violation of Wage Orders and Labor Code § 226.7;
5. Failure to Reimburse Expenses, Violation of Labor Code § 2802;
6. Failure to Provide Accurate Itemized Wage Statements, Violation of Labor Code § 226;
7. Violation of the Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*;
8. Waiting Time Penalties pursuant to Labor Code §§ 201, 202, 203; and
9. Civil Penalties pursuant to Private Attorneys General Act, Labor Code § 2699, *et seq.*

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I. INTRODUCTION

1. This is a wage theft class action brought by DOE 1 and FERNANDO ZAMUDIO (hereinafter “Plaintiffs”) against their employer to vindicate the fundamental rights afforded to employees under California law. Defendants Aronson Industries, Inc., a California Corporation, Levi Aronson, an individual, and Does 1 through 20 (collectively “Defendants”) have engaged in a pattern of unlawful conduct that systematically and habitually deprives employees of compensation for wages that the employees earn in the employ of Defendants. Defendants regularly deny employees compensation for overtime and all hours worked through schemes designed to steal wages while purporting to pay what is required by statute, contract, or law. Their conduct is intentional and in reckless disregard of the law.

2. The allegations in this complaint are based on Plaintiff’s personal knowledge and on information and belief. The allegations made on information and belief are supported by evidence or are likely to be supported by evidence obtained through discovery.

3. This class action is brought on behalf of all non-exempt workers (excluding office employees) employed by Defendants in California within four years of the filing of this action through its final disposition.

4. At all times relevant to this action, Defendants have maintained a series of illegal policies and practices that violate the rights of Plaintiff and class members. Defendants have failed to: (a) compensate employees for all hours worked and failed to pay overtime, in violation of California’s minimum wage and overtime laws; (b) failed to provide proper meal periods, or otherwise pay premium wages in lieu thereof; (c) failed to authorize and permit proper rest periods, or otherwise pay premium wages in lieu thereof; (d) failed to reimburse expenses incurred in the discharge of work duties; (e) failed to provide accurate itemized wage statements; and (f) failed to comply with recordkeeping requirements of California law.

5. Defendants’ acts and omissions violate the Labor Code and applicable Wage Orders and constitute unlawful and unfair business practices under California’s Unfair Competition Law (“UCL”), Business & Professions Code sections 17200, *et seq.* Plaintiffs and the Class they seeks to represent are therefore entitled to all remedies provided under the UCL, including restitutionary, injunctive,

1 declaratory and/or other equitable relief pursuant to the UCL.

2 6. Plaintiff Fernando Zamudio has complied with the requirements of Labor Code section
3 2699.3 to bring a claim under the Private Attorneys General Act (PAGA) for civil penalties. Plaintiff
4 Zamudio, who is an aggrieved employee as described in this complaint, gave notice to the Labor &
5 Workforce Development Agency (LWDA) and Defendants of the alleged violations and the facts and
6 theories that support them (PAGA Notice), and the LWDA failed to act within the time frame
7 prescribed by statute. As such, Plaintiff is now authorized to enforce the state's labor laws and to seek
8 civil penalties payable to the state and other current or former non-exempt employees of Defendants
9 employed within California during the relevant time period for violations set of the Labor Code and
10 Wage Orders as set forth in this complaint.

11 7. Plaintiffs seek reasonable attorneys' fees and costs pursuant to, *inter alia*, Labor Code
12 sections 226, 1194, 2802, 2699, and Code of Civil Procedure section 1021.5.

13 II. THE PARTIES

14 8. At all times relevant to this action, Plaintiff DOE 1 has been a nonexempt employee of
15 Defendants employed for more than a year to the present day. Plaintiff has been employed to perform
16 manual labor for Defendants' residential and commercial contracting business, and during their tenure,
17 Plaintiff has been employed to do landscaping, demolition, concrete, fencing, and other on-site
18 construction work for Defendants at numerous jobsites throughout the State of California, including in
19 the Counties of Alameda, Fresno, Sacramento, Santa Clara, and San Joaquin, among others. Plaintiff is
20 informed and believes and thereon alleges that some of the jobs where they and class members worked
21 were private and others were public works or required payment of prevailing wages. Plaintiff was
22 harmed by Defendants' unlawful policies and practices and denied wages to which they were lawfully
23 entitled. Defendants failed to pay Plaintiff for all hours worked, denied them proper overtime pay,
24 failed to provide them proper rest and meal periods or wages in lieu thereof, and failed to provide
25 Plaintiff with accurate itemized wage statements. Plaintiff DOE 1 is an aggrieved employee who has
26 suffered injury in fact and lost money or property as a result of Defendants' acts and omissions
27 described in this complaint.

28 9. At all times relevant to this action, Plaintiff Fernando Zamudio was employed by

1 Defendants to perform labor for Defendants' residential and commercial contracting business.
2 Zamudio was employed by Defendants for approximately 5 years, beginning in or around 2020 until
3 the late Winter or early Spring of 2025. Mr. Zamudio was paid an hourly rate of \$23.50 per hour and
4 worked for Defendants at numerous jobsites throughout Northern and Central California. Defendants
5 employed workers at jobsites throughout the state, including in the Counties of Alameda, Fresno,
6 Sacramento, Santa Clara, and San Joaquin, among others. Mr. Zamudio was harmed by Defendants'
7 unlawful policies and practices and denied wages to which he was lawfully entitled. Defendants failed
8 to pay Mr. Zamudio for all hours worked, denied him proper overtime wages, failed to provide him
9 proper rest and meal periods or wages in lieu thereof, and failed to provide Mr. Zamudio with accurate
10 itemized wage statements. Defendants used unlawful and fraudulent payroll practices to deprive
11 Plaintiff of wages to which he was entitled, including the application of unlawful overtime formulas,
12 manipulation of records to deny proper wages, and the outright failure to properly pay for hours that
13 were recorded, among other schemes. Zamudio's employment ended in the late Winter or early Spring
14 of 2025, and upon the termination of employment, Defendants failed to pay Zamudio all wages owed
15 timely upon separation. Plaintiff Zamudio is an aggrieved employee who has suffered injury in fact
16 and lost money or property as a result of Defendants' acts and omissions described in this complaint.

17 10. On information and belief, Defendant Aronson Industries, Inc. (hereinafter "Aronson")
18 is a California corporation that has employed Plaintiff and class members in California to perform
19 labor at residential and commercial jobsites throughout the state, including concrete, landscaping,
20 fencing, demolition, and other work in the construction industry or construction trades. At all relevant
21 times, Aronson has operated with California Contractor's License #974133. According to the website
22 of the California Contractor State Licensing Board at www.cslb.ca.gov, Aronson's license is listed
23 under Classifications B (General Building, defined in Cal. Bus. & Prof. Code section 7057) and C-33
24 (Painting & Decorating). Plaintiff is further informed and believes that Aronson has registered the
25 fictitious business name (FBN) "Aronson Landscape" and that the company uses the name "*Aronson*
26 *Landscape, Inc.*" on its website and online presence (see www.aronsonlandscape.com). The FBN
27 Aronson Landscape is registered in Placer County under FBN number 17-01691. However, on
28 information and belief, *Aronson Landscape, Inc.* is not a legally constituted corporation, even though

1 that name used by Defendants in California.

2 11. Defendant Levi Aronson is the owner, CEO, CFO, Secretary and Director of Aronson
3 Industries, Inc. According to website of the California Contractor State Licensing Board
4 (www.cslb.ca.gov), Defendant Levi Aronson is or has been listed as the Responsible Managing Officer
5 (RMO) who serves as the qualifying individual for California Contractor's License #974133, which
6 Aronson Industries, Inc. uses. Plaintiff is informed and believes and thereon alleges that Defendant
7 Levi Aronson is qualified for Classifications B (General Building, defined in Cal. Bus. & Prof. Code
8 section 7057) and C-33 (Painting & Decorating) under California's Business and Professions Code.
9 Plaintiff is further informed and believes and thereon alleges that Levi Aronson violated or caused
10 violations of Labor Code provisions alleged herein, including sections 201-203, 223, 226, 226.7, 510,
11 512, 1193.6, 1194, 2802, as well as Wage Order provisions regulating minimum wages or hours and
12 days of work. On information and belief, Levi Aronson created, implemented, authorized, or ratified
13 the practices and policies that have resulted in violation of the minimum wage, failure to compensate
14 for all hours worked, failure to pay overtime wages, failure to provide proper rest and meal breaks or
15 wages in lieu thereof, failure to reimburse expenses, failure to provide accurate wage statements,
16 failure to pay all wages owed timely upon separation, and failure to maintain accurate records. Levi
17 Aronson is liable to Plaintiff and the Class pursuant to Labor Code section 558.1 as an employer or
18 person acting on behalf of an employer, who violates, or causes to be violated, the Wage Order and
19 Labor Code provisions described herein and in this Complaint.

20 12. At all times relevant to this action, Defendants have employed Plaintiff and Class
21 Members to perform labor that involves, among other things, pouring concrete, paving, demolition,
22 landscaping, fencing, and other classes of work for which a contractor's license is required under
23 California law. Plaintiff is informed and believes and thereon alleges that Defendants employed
24 Plaintiff and Class Members to perform labor on jobs where Defendants were direct contractors, as
25 well as jobs where Defendants were hired as subcontractors by other direct contractors. Plaintiff is
26 further informed and believes and thereon alleges that Defendants employed members of the class on
27 jobs that required the payment of prevailing wage rates, as well as jobs that did not require
28 compensation at the applicable prevailing wage rates.

13. At all times relevant to this action, the offending conduct has been willful and in reckless disregard of the rights of workers. Defendants knew or were on notice of the alleged illegalities but deliberately chose to ignore them. The true names and capacities, whether individual, corporate, associates, or otherwise of Defendants sued as Does 1-20, inclusive, are currently unknown to Plaintiffs, who therefore sue such Defendants by fictitious names as permitted by law. Plaintiffs are informed and believe that each Doe defendant is legally responsible in some manner for the unlawful acts referred to herein as a joint venturer, alter ego, predecessor, successor, sister, parent, subsidiary, or related or affiliated entity. Plaintiffs will seek leave of court to amend this complaint to reflect the true names and capacities of the Defendants designated as Does when such identities become known.

III. JURISDICTION & VENUE

14. This Court has jurisdiction over Plaintiffs' claims under the California Labor Code and the Unfair Competition Law, California Business & Professions Code sections 17200, *et seq.*

15. Venue is proper in the Superior Court of the County of Alameda pursuant to California Code of Civil Procedure sections 395 and 395.5, because Defendants entered into one or more contracts to perform an obligation in Alameda County and Defendants employed Plaintiffs and the Class to perform those contracts in Alameda County. Alameda County is a County where the obligations or liabilities to Plaintiffs and the Class arose, or where the breaches occurred. Plaintiffs and members of the Class have been employed by Defendants and have suffered harm by Defendants' conduct in Alameda County.

IV. FACTUAL ALLEGATIONS

16. At all times relevant to this action, Defendants have maintained unlawful employment, labor and compensation policies and practices that affected Plaintiff and, on information and belief, other workers who are members of the putative Class. These policies and practices include the following:

17. At all times relevant to this action, Defendants have failed to pay Plaintiffs and, on information and belief, the Class for all hours worked in violation of the minimum wage and overtime laws. Hours that employees record as hours worked are not compensated at all or are not compensated

1 at the lawful rate of pay. Defendants use unlawful payroll schemes and formulas that deny employees
2 compensation for all hours worked at the applicable rates of pay, including premium overtime rates of
3 pay that must be computed at the employee's "regular rate of pay." Defendants' unlawful payroll
4 practices and formulas result in violation of the Wage Orders and the California minimum wage,
5 overtime, and prevailing wage laws.

6 18. Defendants fail to provide class members with timely meal periods of at least 30
7 minutes free of all duty without interruption, in violation of the applicable Wage Orders or Labor Code
8 sections 512 and 226.7. Despite Defendants' failure to provide compliant meal periods and the
9 existence, on information and belief, of meal period noncompliance in employee time records which
10 are maintained by the employer, Defendants maintain a practice of denying meal period premiums
11 which Defendants are required to pay pursuant to the Wage Orders and Labor Code section 226.7.

12 19. Defendants as a matter of policy or practice failed to pay Plaintiff and, on information
13 and belief, class members, meal premiums for missed, short, on-duty, or late meal periods.

14 20. Plaintiffs and, on information and belief, the Class were denied rest breaks of at least 10
15 minutes off duty at the rate of one rest period for shifts of at least three and one-half (3½) hours, two
16 rest periods for shifts greater than six hours and up to 10 hours, three rest breaks for shifts greater than
17 10 hours and up to 14 hours, and so on. Defendants fail to relieve employees of all duty for net-10
18 minutes of rest and the requisite rate for the length of employee shifts.

19 21. Plaintiffs allege that Defendants maintained a policy or practice of denying rest
20 premiums for rest periods not properly provided, and that this policy or practice affected members of
21 the class.

22 22. Plaintiffs and, on information and belief, the Class were not provided accurate, itemized
23 wage statements within the meaning of the Wage Orders and Labor Code section 226, in that they
24 failed to state accurately the number of total hours worked, gross and net wages earned, and all
25 applicable hourly rates of pay and corresponding hours worked at each applicable wage rate.

26 23. Plaintiff are informed and believes that members of the Class whose employment with
27 Defendants has ended were not paid all wages owed timely upon separation from employment,
28 including minimum, overtime, and premium rest and meal period wages owed to them, in violation of

1 Labor Code sections 201 and 202. Class Members who were not paid timely upon separation from
2 employment, including through layoff, termination of seasonal work, resignation, and discharge, are
3 entitled to waiting time penalties pursuant to Labor Code section 203.

4 24. Plaintiffs and, on information and belief, Class Members were required to use their
5 personal cell phones for work. Specifically, Defendants have required employees to use cell phone
6 apps, including HCMToGo, for work purposes without reimbursement. Plaintiffs and Class Members
7 are entitled to reimbursement pursuant to Labor Code section 2802.

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9 **V. CLASS ALLEGATIONS**

10 25. Plaintiffs bring this action as a class action under Code of Civil Procedure section 382
11 on behalf of the following proposed class:

12 All non-exempt workers (excluding office employees) employed by Defendants in
13 California within four years of the filing of this action through its final disposition.

14 26. **Reservations of Rights:** Pursuant to California Rules of Court, rule 3.765(b), Plaintiffs
15 reserve the right to amend or modify the class definitions with greater specificity, by further division
16 into subclasses, and/or by limitation to particular issues.

17 27. **Numerosity:** The Proposed Class is so numerous that joinder of all members is
18 impracticable. Plaintiffs are informed and believes, and on that basis alleges, that during the relevant
19 time period, Defendants have employed hundreds of employees in California who are potential Class
20 Members. The individuals and the identity of such membership is readily ascertainable by inspection
21 of Defendants' records.

22 28. **Typicality:** Plaintiffs' claims are typical of the claims of other Class Members as
23 demonstrated herein and in the forthcoming motion for class certification. Plaintiff will fairly and
24 adequately protect the interests of the other Class Members with whom Plaintiff have a well-defined
25 community of interest.

26 29. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of each class
27 member, with whom they have a well-defined community of interest and typicality of claims.
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1 Plaintiffs have no interest that is antagonistic to the other Class Members. Plaintiffs' attorneys, the
2 proposed class counsel, are experienced class action counsel who can adequately represent the interests
3 of the class. Plaintiffs have incurred, and during the pendency of this action will continue to incur,
4 costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of
5 this action for the substantial benefit of each class member.

6 30. **Predominant Common Questions:** Common questions of law and fact exist as to all
7 members of the Proposed Class and predominate over any questions solely affecting individual
8 members of the Proposed Class, including the following:

- 9 a. Whether Defendants failed to compensate Plaintiffs and the Class for all hours worked,
10 in violation of the Labor Code and the Wage Orders;
 - 11 b. Whether Defendants used unlawful payroll practices which resulted in wage theft and
12 violated the Wage Orders, the California minimum wage, the state's overtime laws, the state's
13 prevailing wage laws, and other provisions of the Labor Code governing payment of wages;
 - 14 c. Whether Defendants maintained unlawful payroll formulas for computing employee
15 wages that denied Plaintiffs and members of the class proper overtime wages, in violation of
16 the Wage Orders and Labor Code section 510;
 - 17 d. Whether Defendants violated the overtime laws by failing to compensate Plaintiffs and
18 the Class properly for all compensable hours worked in excess of eight (8) hours in a workday
19 and/or over forty (40) hours in a workweek, in violation of the Labor Code and the Wage
20 Orders;
 - 21 e. Whether Defendants violated the overtime laws by failing to compensate Plaintiffs and
22 the Class properly for all compensable hours worked in excess of 12 hours in a workday and on
23 the seventh consecutive day in the workweek, in violation of the Labor Code and the Wage
24 Orders;
 - 25 f. Whether Defendants violated Labor Code section 223 by secretly paying less than the
26 rate required by statute or contract while purporting to comply with the applicable statute or
27 contract;
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- g. Whether Defendants failed to provide proper meal periods to Plaintiffs and the Class, including a first meal period free of all duty for at least 30 minutes in length within the first five hours of work, and a second timely, off duty, and complete meal period for shifts in excess of 10 hours, in violation of the Labor Code and Wage Orders;
- h. Whether a rebuttable presumption will arise of meal period violations based on Defendants time records showing noncompliant meal periods;
- i. Whether Defendants failed to authorize and permit Plaintiffs and the Class to take net-10 minute, off duty, rest breaks for each work period of four hours, or major portion thereof, at the rate of one break for shifts lasting at least 3.5 hours, 2 breaks for shifts greater than 6 hours and up to 10 hours, 3 breaks for shifts greater than 10 hours and up to 14 hours, and so on, in violation of the Labor Code and Wage Orders;
- j. Whether Defendants provided Plaintiffs and Class members with inaccurate wage statements in violation of Labor Code section 226;
- k. Whether Defendants failed to pay Plaintiffs and the Class premium wages for each non-compliant meal period and rest break, in violation of the Labor Code and Wage Orders;
- l. Whether Defendants failed to calculate the regular rate of pay correctly when computing overtime premiums and rest and meal period premiums;
- m. Whether Plaintiffs and members of the class whose employment terminated are entitled to waiting time penalties under Labor Code section 203 for Defendants' failure to pay all wages owed timely upon the separation from employment;
- n. Whether Defendants engaged in unlawful and/or unfair business practices in violation of Business & Professions Code sections 17200 *et seq.* ("UCL"); and
- o. Whether Defendants are liable to Plaintiffs and the Class pursuant to the UCL for restitution of unpaid or underpaid statutory and/or agreed upon regular, minimum, overtime, double-time, and premium rest and meal period wages.

31. **Superiority:** A class action is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where an individual Plaintiff lacks the financial resources to vigorously prosecute separate lawsuits against

1 corporate defendants. A class action is superior to other available means for fair and efficient
2 adjudication of class members' claims and offers significant benefits to the parties and the court. A
3 class action will allow a number of similarly situated persons to simultaneously and efficiently
4 prosecute their common claims in a single forum without the unnecessary duplication of effort and
5 expense that numerous individual actions would entail. The individual monetary amounts due to many
6 class members may not be large enough on their own for individual class members to obtain legal
7 representation and relief. Moreover, a class action will serve important public interests by enabling the
8 non-waivable statutory rights of class members to be effectively asserted, and fundamental public
9 policies to be vindicated, in one proceeding. A class action will also provide a means for vindicating
10 the rights of workers who are less likely to come forward to assert their rights based on fears of
11 reprisal. Finally, a class action will prevent the potential for inconsistent or contradictory judgments
12 inherent in individual litigation and address the problems inherent in random and fragmentary
13 enforcement.

14 32. Plaintiffs intend to send notice to all members of the Class to the extent required by
15 Labor Code section 382. The names and addresses of the Proposed Class are, upon information and
16 belief, available from Defendants.

17 **VI. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **Failure to Pay Wages**

20 (Violation of the Wage Orders and Labor Code sections 204, 223, 1194, 1194.2, 1197)
21 Plaintiffs, on Behalf of Themselves and the Class, Against All Defendants

22 33. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

23 34. At all relevant times, Defendants have been subject to Labor Code and Wage Order
24 provisions requiring compensation for all "hours worked," which includes the time during which an
25 employee is subject to employer control, and all the time the employee is suffered or permitted to
26 work, whether or not required to do so.

27 35. California law requires employers to compensate employees at or above all applicable
28 contractual or statutory rates, and not less than the minimum wage.

36. At all times relevant to this action, Plaintiffs and the Class were entitled to

1 compensation for all hours worked at the applicable rates of pay, which included the employee's
2 contractual or statutory rates, as well as prevailing wage rates for public works projects.

3 37. Defendants failed to compensate Plaintiffs and Class Members at the required rates and
4 failed to compensate them for all hours worked, in violation of the minimum wage, the Wage Orders,
5 and numerous provisions of the Labor Code, including sections 204, 223, 1194, and 1774.

6 38. Defendants failed to compensate Plaintiffs and the Class for all hours worked, including
7 time that was recorded but not properly compensated due to Defendants' unlawful payroll practices
8 and illegal compensation formulas, as well as time that was not properly recorded, which includes time
9 deducted for meal periods which were not taken or recorded.

10 39. The violation of the Wage Order and Labor Code provisions referenced herein,
11 including Labor Code sections 204, 210, 223, 225.5, 1194, 1197.1, 1774, and 1775, serves as a
12 predicate for liability under the Private Attorneys General Act (PAGA), California Labor Code section
13 2699, *et seq.*

14 40. Plaintiffs and the class are entitled to recover unpaid wages, interest, and penalties.
15 They are also entitled to recover liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon, pursuant to Labor Code section 1194.2, as a result of Defendants'
17 violation of the minimum wage.

18 41. Wherefore, Plaintiffs seek unpaid wages, interest, costs and attorneys' fees in amounts
19 to be proven at trial on behalf of themselves and the Proposed Class.

20 **SECOND CAUSE OF ACTION**
21 **Failure to Pay Overtime Wages**

22 (Violation of Wage Orders and Labor Code sections 204, 223, 510, 1194, 1198)
23 Plaintiffs, on Behalf of Themselves and the Class, Against All Defendants

24 42. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

25 43. At all relevant times, Defendants have been subject to Labor Code and Wage Order
26 provisions requiring overtime compensation under Labor Code section 510. California law requires
27 overtime compensation at the rate of one and one-half (1.5) times the regular rate of pay for hours in
28 excess of eight (8) in a workday and 40 in a workweek, and twice the regular rate of pay for hours in
excess of 12 in a workday and eight (8) on any seventh day of a workweek (i.e., double-time pay).

44. At all times relevant to this action, Plaintiffs and, on information and belief, the Class have worked in excess of the overtime thresholds set forth in the Wage Orders and Labor Code 510 without proper overtime compensation.

45. Defendants failed to compensate Plaintiffs and Class Members at the required rates and failed to compensate them for all hours worked, in violation of the Wage Orders and the overtime laws.

46. Defendants failed to compensate Plaintiffs and the Class for all hours worked, including time that was recorded but not properly compensated due to Defendants' unlawful payroll practices and illegal compensation formulas, as well as time that was not properly recorded, which includes time deducted for meal periods which were not taken or recorded.

47. The violation of the Wage Order and Labor Code provisions referenced herein, including Labor Code sections 204, 210, 223, 225.5, 510, 1774, and 1775, serves as a predicate for liability under PAGA.

48. Wherefore, Plaintiffs seek unpaid overtime wages, interest, costs and attorneys' fees in amounts to be proven at trial on behalf of themselves and the Proposed Class.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods, or Premium Wages in Lieu Thereof

(Violation of Wage Orders, and Labor Code sections 226.7 and 512)
Plaintiffs, on Behalf of Themselves and the Class, Against All Defendants

49. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

50. California Labor Code section 512 and the Wage Orders prohibit employers from employing workers for a work period of more than five hours per day without providing the employee with a meal period of at least thirty (30) minutes, or for a work period of more than ten (10) hours without a second meal period of at least thirty (30) minutes. California law requires the meal periods to be off duty, without interruption, and the first meal period of the day must occur within five (5) hours from the start of the shift.

51. California Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal period mandated by the applicable Wage Orders, and states that an employer that fails to provide an employee with a required meal period in compliance with Section 512

1 and the Wage Orders shall pay that employee one additional hour of pay at the employee's regular rate
2 of compensation (a meal period premium) for each work day that the employer does not provide a
3 compliant meal period.

4 52. The applicable Wage Orders echo the provisions of Sections 226.7 and 512 of the Labor
5 Code governing meal periods.

6 53. At all times relevant to this action, Defendants violated the provisions of the Labor
7 Code and Wage Orders by failing to comply with the requirement of providing to Plaintiff and, on
8 information and belief, the Class a timely thirty (30) minute meal period within the first five (5) hours
9 of work that was completely off duty and without interruption, or a second thirty (30) minute meal
10 period when workers worked more than ten (10) hours per day.

11 54. Defendants maintained a practice of deducting 30 minutes for meal periods that were
12 neither taken nor recorded.

13 55. Defendants also maintained a practice of denying meal period premiums for
14 noncompliant meal periods.

15 56. Defendants are therefore liable for meal period premium wages, pursuant to Labor
16 Code section 226.7.

17 57. The violation of the Wage Order and Labor Code provisions referenced herein,
18 including Labor Code sections 226.7 and 512, serves as a predicate for liability under PAGA.

19 58. Wherefore, Plaintiffs seek unpaid wages, interest, and costs in amounts to be proven at
20 trial on behalf of themselves and the Proposed Class.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Provide Rest Breaks, or Premium Wages in Lieu Thereof**

(Violation of Wage Orders and Labor Code sections 226.7)

23 Plaintiffs, on Behalf of Themselves and the Class, Against All Defendants

24 59. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

25 60. California Labor Code section 226.7 prohibits any employer from requiring an
26 employee to work during any rest period mandated by the applicable Wage Orders.

27 61. At all times relevant to this action, Defendants failed to authorize and permit rest
28 periods to Plaintiffs and, on information and belief, the Class with at least net-10 minutes of time

1 completely off duty at a rate of one rest period for shifts of at least three and one-half (3½) hours up to
2 six (6) hours, two rest breaks for shifts greater than six (6) hours up to ten (10) hours, and three rest
3 breaks for shifts greater than ten (10) hours up to fourteen (14) hours, and so on.

4 62. Defendants are therefore liable for rest break premium wages, pursuant to Labor Code
5 section 226.7.

6 63. The violation of the Wage Order and Labor Code provisions referenced herein,
7 including Labor Code section 226.7, serves as a predicate for liability under PAGA.

8 64. Wherefore, Plaintiffs seek unpaid wages, interest, and costs in amounts to be proven at
9 trial on behalf of themselves and the Proposed Class.

10 **FIFTH CAUSE OF ACTION**
11 **Failure to Reimburse Necessary Business Expenses**
12 (Violation of Labor Code Section 2802)

13 Plaintiffs, for Themselves and the Class, Against all Defendants

14 65. Plaintiffs re-allege and incorporate the above allegations and paragraphs as if fully
15 stated herein.

16 66. Defendants are required to indemnify employees for reasonable expenses incurred in
17 the discharge of their duties, pursuant to Labor Code section 2802.

18 67. Plaintiffs allege that they and, on information and belief, members of the class incurred
19 business expenses that Defendants did not reimburse. Defendants required Plaintiffs and Class
20 Members to use personal cell phones for work and were not reimbursed for the expense. Defendants
21 are therefore liable to Plaintiffs and class members for indemnification of all business expenses
22 pursuant to Labor Code section 2802(a).

23 68. Violations of Labor Code section 2802 and the applicable Wage Orders serve as
24 predicates for liability under PAGA.

25 69. Wherefore, Plaintiffs seek reimbursement of expenses in amounts to be proven at trial,
26 plus attorney's fees and costs, on behalf of themselves and the Class.
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SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Violation of Labor Code section 226)

Plaintiffs, on Behalf of Themselves and the Class, Against All Defendants

70. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

71. California Labor Code section 226(a) provides, in relevant part, that every employer must furnish each employee with an itemized wage statement that accurately shows the following:

(1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

72. At all times relevant to this action, Defendants have failed to provide accurate itemized wage statements, in violation of Labor Code section 226. Plaintiffs and, on information and belief, other members of the class were given wage statements that failed to state accurately the gross and net wages earned, total hours worked, all applicable rates of pay and corresponding number of hours at each rate of pay.

73. Defendants' failure to comply with the requirements of Labor Code section 226 and provide accurate wage statements was knowing and intentional within the meaning of Labor Code section 226. Plaintiffs and members of the putative Class are deemed to have suffered injury pursuant to Labor Code section 226(e).

74. Pursuant to Labor Code section 226(e), Plaintiffs and Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000).

75. The violation of the Wage Order and Labor Code section 226 serves as a predicate for

1 liability under PAGA.

2 76. Wherefore, Plaintiffs seek damages, penalties, injunctive relief, attorneys' fees and
3 costs of suit in amounts to be proven at trial on behalf of themselves and the Proposed Class.

4 **SEVENTH CAUSE OF ACTION**
5 **California Unfair Competition Law**

6 (Violation of Business & Professions Code sections 17200, *et seq.*)
7 Plaintiffs, on Behalf of Themselves and the Class, Against All Defendants

8 77. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

9 78. Business and Professions Code section 17200 defines "unfair competition" to include
10 any unlawful business practice.

11 79. California Business and Professions Code § 17203 allows a person who has lost money
12 or property as a result of unfair competition to bring an action to recover money or property that may
13 have been acquired from similarly situated persons by means of unfair competition. Here, Plaintiff lost
14 wages due to Defendants' unfair competition.

15 80. Defendants unlawful and unfair business practices resulted in the following violations
16 of California Labor Code and Wage Order provisions: (a) failure to compensate for all hours worked
17 and failure to pay at statutory or contractual or regular wage rates; (b) violation of the minimum wage;
18 (c) failure to pay overtime wages; (c) failure to pay prevailing wage rates; (d) failure to pay rest period
19 premiums; and (e) failure to pay meal period premiums.

20 81. On information and belief, at all times relevant to this action, Plaintiffs and the Class
21 have lost money or property in the form of earned but unpaid wages for all hours worked, unpaid
22 overtime and double-time wages, unpaid prevailing wages, and unpaid meal period and rest break
23 premium wages. Through unlawful and unfair practices described in this complaint, Defendants have
24 unlawfully deprived Plaintiffs and the Class of wages that are owed to them and which constitute
25 property of Plaintiffs and the Class.

26 82. Pursuant to Business and Professions Code section 17203, Plaintiffs seek restitution of
27 all moneys and property that Defendants have illegally acquired from Plaintiffs and the Class by means
28 of unfair competition in amounts subject to proof at trial. Plaintiffs also seek to prevent Defendants
from continuing to engage in the unlawful and/or unfair business practices alleged herein.

83. Defendants, by the acts or omissions alleged of herein, have injured and are injuring the interests of the general public, in that other employers who exercise honest compliance with applicable wage and hour laws, including the laws violated by Defendants, are at an unfair competitive disadvantage as a result of Defendants' conduct.

84. Wherefore, Plaintiffs seek restitution of wages and the economic value of benefits unlawfully denied to Plaintiffs and the Proposed Class by Defendants in amounts subject to proof.

EIGHTH CAUSE OF ACTION

Willful Failure to Pay All Wages Owed Timely Upon Discharge or Resignation

(Violation of Labor Code sections 201 and 202)

Plaintiff Zamudio, on Behalf of Himself and the Class, Against All Defendants

85. Plaintiff re-alleges and incorporates the above allegations and paragraphs as if fully stated herein.

86. California Labor Code sections 201 and 202 require immediate payment of all unpaid wages at the time an employee is discharged or resigns from employment.

87. Defendants have willfully failed to pay all wages owed to Plaintiff and, on information and belief, members of the Class timely upon the termination of their employment relationship with Defendants, including wages for all hours worked, minimum and overtime wages, and meal and rest period premium wages. Due to Defendants' willful failure to pay all wages timely, wages continue as a penalty from the due date for up to 30 days at each employee's daily rate, pursuant to Labor Code section 203.

88. Violations of Labor Code sections 201, 202, 203 and the applicable Wage Orders serve as predicates for liability under PAGA.

89. Wherefore, Plaintiff seeks waiting time penalties and costs in amounts to be proven at trial on behalf of himself and the Class.

NINTH CAUSE OF ACTION

For Civil Penalties under PAGA

(Cal. Labor Code section 2699, et seq.)

Plaintiff Zamudio, on Behalf of the State of California and Current and Former Employees,
against All Defendants

1 85. Plaintiff re-alleges and incorporates the above allegations and paragraphs as if fully
2 stated herein.

3 86. PAGA is a mechanism by which the State of California itself can enforce state labor
4 laws through the employee acting as a proxy or agent of the state's labor law enforcement agencies. An
5 action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to
6 protect the public and not to benefit private parties. The purpose of the PAGA is not to recover
7 damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to
8 enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
9 public interest to allow aggrieved employees, acting as private attorneys general to recover civil
10 penalties for Labor Code violations ...". Accordingly, PAGA claims cannot be subject to arbitration.

11 87. Plaintiff, and such persons that may be added from time to time who satisfy the
12 requirements and exhaust the administrative procedures under the Private Attorney General Act, brings
13 this Representative Action on behalf of the State of California with respect to himself and all
14 individuals who are or previously were employed by Defendants in California, including any
15 employees staffed by a third party, and classified as non-exempt employees or performing non-exempt
16 work ("AGGRIEVED EMPLOYEES") during the time period of July 11, 2024 through final
17 disposition of this action or until a date determined by the Court (the "PAGA PERIOD").

18 88. On July 11, 2025, Plaintiff gave notice to the LWDA and Defendants of the alleged
19 allegations described in this complaint and the facts and theories supporting those allegations, in
20 compliance with Labor Code section 2699.3. The statutory waiting period for Plaintiff to bring a
21 PAGA claim has expired. Pursuant to Section 2699.3, Plaintiff may, as a matter of right, commence a
22 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California
23 with respect to all AGGRIEVED EMPLOYEES as herein defined.

24 89. Defendants have violated and continue to violate the California Labor Code in their
25 employment of AGGRIEVED EMPLOYEES as described in this Complaint. Defendants and those
26 who "caused" the alleged violations are liable for civil penalties under California Labor Code sections
27 2698, et seq. and sections 558 and 1197.1. As described in this Complaint, Defendants have violated
28 (a) sections 201-203, 256 and 1197.1 by failing to pay all wages owed timely upon the AGGRIEVED

1 EMPLOYEES' separation from employment, making Defendants liable for waiting time penalties
2 based on willful (section 203) failure to pay all wages owed; (b) sections 200, 204, 204b and 210 for
3 failure to pay all wages owed weekly, semi-monthly or when due; (c) section 223 for secretly paying
4 less than the statutory or contractual rate; (d) sections 226 and 226.3 for failing to provide accurate
5 wage statements; (e) sections 226.2 and 1194 by failing to pay separately for rest periods and
6 nonproductive time when using a piece rate, commission, production, incentive or similar method of
7 compensation; (f) sections 226.7, 512 and the Wage Orders for failing to comply with meal and rest
8 period requirements and failing to pay premiums in lieu of compliant rest and meal breaks; (g) sections
9 510, 511 and 1198 and the Wage Orders, and sections 510 and 558 of the Labor Code, as well as
10 provisions of the Wage Orders pertaining to hours and days of work, for failure to pay overtime wages;
11 (h) sections 1174 and 1174.5 for failing to maintain accurate payroll records; (i) sections 1194, 1194.2,
12 1197 and 1197.1 for failure to pay minimum wages; (j) section 2802 for failing to reimburse necessary
13 expenses in violation of Labor Code section 2802 and the applicable Wage Orders; and (k) sections
14 510 and 226.7 and the applicable Wage Orders for failing to compute the regular rate of pay properly
15 when paying wage premiums (including overtime and rest and meal period premiums).

16 90. Defendants have violated and continue to violate the Wage Orders and Labor Code
17 sections 200, 204, 204b, 210, 223, 510, 511, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 by failing
18 to compensate nonexempt employees for all hours worked. The failure to compensate for all hours
19 worked results in violation of the California minimum wage and overtime laws.

20 91. As a result, Defendants are liable for civil penalties pursuant to Labor Code sections
21 210, 510, 511, 558, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699(f) and 2699, *et seq.*

22 92. Defendants have violated and continue to violate the applicable Wage Orders and Labor
23 Code sections 226.7, 512 because they fail to provide rest breaks and meal periods and to pay premium
24 compensation due to employees for rest period and meal period noncompliance. Defendants do not
25 authorize or permit the requisite number of rest breaks per length of shift—i.e., one rest break for shifts
26 lasting at least 3.5 hours up to 6 hours, two rest breaks for shifts greater than 6 hours up to 10, and so
27 on. In addition, rest breaks are systematically discouraged, are not completely off duty and are not at
28 least net ten (10) minutes in length.

1 93. Defendants also fail to provide off-duty, timely and uninterrupted meal periods of at
2 least 30 minutes, or proper second meal periods when the shift exceeds 10 hours.

3 94. Despite discouraging Plaintiff and AGGRIEVED EMPLOYEES from taking rest
4 breaks and meal periods or otherwise denying proper rest and meal periods, Defendants fail to pay
5 premiums in lieu thereof.

6 95. Defendants have violated and continue to violate Labor Code section 226 because they
7 willfully fail to furnish wage statements that accurately show all the items required by Labor Code
8 sections 226(a)). The wage statements provided to AGGREIVED EMPLOYEES fail to meet this
9 standard because of the failure to state accurately the items listed in sections 226, including: the total
10 hours and all corresponding rates of pay, all compensation and gross and net earnings, all hourly rates
11 in effect during the pay period, the inclusive dates of the pay period, among other things, violates
12 Section 226 and gives rise to PAGA penalties under Labor Code sections 226.3 and 2699.

13 96. Defendants have violated and continue to violate Labor Code section 2802 by failing to
14 reimburse employees for necessary expenses that are incurred in the discharge of their duties,
15 including the use of personal cell phones for business.

16 97. Defendants are required to maintain accurate payroll records pursuant to Labor Code
17 sections 1174, 1174.5 and the Wage Order. For the reasons discussed in this Complaint with respect to
18 Defendants' failure to pay for all hours worked, their practice of using unlawful overtime and pay
19 formulas that result in underpayment of wages, the failure to pay overtime wages, and failure to pay
20 rest break and meal period premiums (these sections are expressly incorporated herein), Defendants
21 failed to keep accurate payroll records showing total hours worked daily, straight and overtime hours
22 worked each day and week, accurate wages earned, including overtime, and accurate start and end of
23 work periods and meal periods, all true applicable rates of pay and all rest break and meal period
24 premiums owed at their respective rates.

25 98. Defendants have violated California Labor Code sections 201 and 202 by willfully
26 failing to pay all compensation due and owing to Plaintiff and AGGREIVED EMPLOYEES timely
27 upon the termination of the employment relationship. This includes compensation for all hours
28 worked and all minimum, overtime, and premium wages for rest and meal period noncompliance.

99. Pursuant to sections 203, 256 and 1197.1 of the Labor Code, former workers are now also entitled to recover up to 30 days of wages due to the Defendants' willful failure to comply with the statutory requirements of sections 201 and 202. Additionally, because Defendants violated California Labor Code sections 201, 202 and 203 of the Labor Code, they are liable for civil penalties pursuant to California Labor Code sections 203, 256, 1197.1, 2699(f) and 2699, et seq.

100. Wherefore, Plaintiff seeks civil penalties for the state and AGGRIEVED EMPLOYEES according to proof.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for relief as follows:

1. For an order awarding compensatory damages for all wages earned but not paid, and all minimum, statutory, contractual, overtime, and prevailing wages earned but not paid, in the amount to be proven at trial, pursuant to Labor Code sections 200, *et seq.*, 510, 1194, 1197, 1198, 1774, and 1775;

2. For an order awarding pre-judgment interest of 10 percent on the unpaid wages and overtime compensation owed under Labor Code section 218.6;

3. For an order awarding unpaid overtime wages, minimum wages, and liquidated damages under Labor Code sections 510, 1194 and 1194.2;

4. For an order awarding attorney's fees and costs pursuant to Labor Code section 1194;

5. For an order awarding meal period premium wages pursuant to Labor Code section 226.7;

6. For an order awarding rest break premium wages pursuant to Labor Code section 226.7;

7. For interest on rest and meal period premium wages of at least 7 percent;

8. For reimbursement of expenses pursuant to Labor Code section 2802;

9. For attorney's fees and costs pursuant to Labor Code section 2802;

10. For an order awarding “waiting time” penalties under California Labor Code section 203;

11. For damages and penalties pursuant to Labor Code section 226 for failure to provide

accurate, Itemized wage statements;

12. For an award of attorney's fees and costs pursuant to Labor Code section 226;

13. For an order awarding restitution and all earned but unpaid wages as equitable relief to Plaintiff and the Class under the UCL for a period that extends the statute of limitations or recovery period for wages to four years;

14. For a declaratory judgment that the actions, conduct, and practices of Defendants complained of herein constitute unfair business practices under the UCL;

15. For an injunction and order permanently restraining and enjoining Defendants from engaging in and continuing the unlawful policies and practices complained of herein;

16. For an order certifying a class pursuant to Code of Civil Procedure section 382;

17. For an order appointing Plaintiff as class representative;

18. For an order appointing counsel for Plaintiff as class counsel;

19. For an order awarding reasonable attorney's fees and costs, including expert witness fees, pursuant to Code of Civil Procedure section 1021.5 and other provisions of the Labor Code;

20. For an order awarding interest to the extent permitted by law;

21. For civil penalties under PAGA pursuant to Labor Code section 2699, *et seq.* and each of the predicate violations alleged in this complaint, including Labor Code sections 200, 201, 202, 203, 204, *et seq.*, 210, 221, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 511, 512, 558, 1174.5, 1118.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802;

22. For an award of attorney's fees pursuant to Labor Code sections 226, 1194, 2699, *et seq.*;

23. For an order awarding costs and expenses of this action; and

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

VIII. DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on claims so triable.

1 Dated: October 20, 2025

2 **ADVOCATES FOR WORKER RIGHTS LLP**

3 _____
4 Marco A. Palau
5 Joseph D. Sutton
6 Eric S. Trabucco
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STATE OF CALIFORNIA)
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) SS.
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COUNTY OF ALAMEDA)
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On November 24, 2025, I served the documents described as:

on Interested Parties at the following address(es):

Counsel for Defendant Aronson Industries, Inc.

☐ **BY MAIL:** I am familiar with the firm's practice of collecting and processing correspondence for mailing in the ordinary course of business. Under that practice, mail is deposited with the U.S. Postal Service on the day of service with postage thereon fully prepaid in Oakland, California. I deposited the document(s) described above in the U.S. Mail with postage paid on the service date.

[X] **STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 24, 2025.

Alan Jimenez