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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

OLD MERCED COURTHOUSE

GERARDO F. GARCIA, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

SILVA DAIRY FARMS; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25CV-04721

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

1. Violation of Labor Code §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, 1182.12 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Labor Code §§ 226.7 (Rest Period Violations);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Labor Code §§ 226, subd. (a), (e), 226.3, 1174, 1174.5 (Failure to Issue Accurate Itemized Wage Statements);
6. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices); and
7. Violation of Private Attorneys General Act (PAGA).

DEMAND FOR JURY TRIAL

1 Plaintiff GERARDO F. GARCIA (“Plaintiff”), as an individual and on behalf of all
2 similarly situated employees, complains and allege on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all current and former
6 non-exempt employees of Defendants SILVA DAIRY FARMS, and DOES 1 through 50,
7 inclusive (collectively, “Defendants”), in the State of California during the Class Period. The term
8 “Class Period” is defined as four (4) years prior to the filing of this complaint through judgment.
9 Plaintiff reserves the right to amend this complaint to reflect a different “Class Period” as further
10 discovery is conducted.

11 2. Plaintiff, individually and on behalf of Plaintiff Class, seeks relief against
12 Defendants, for Defendants’ practices of violating the applicable Industrial Welfare Commission
13 (“IWC”) Wage Orders, Code of Regulations, and Labor Codes, including: (1) failure to pay all
14 wages (including minimum, regular, and overtime); (2) failure to provide meal and rest periods
15 or provide compensation in lieu thereof; (3) failure to provide accurate itemized wage statements;
16 and (4) failure to pay all wages due upon separation of employment. These violations concern
17 current and past employees of Defendants.

18 3. Plaintiff further seeks civil penalties in connection with Defendants’ Labor Code
19 violations based on Labor Code section 2698 et seq., the Private Attorneys General Act of 2004
20 (“PAGA”).

21 4. At all relevant times herein, Defendants have consistently maintained and enforced
22 against Plaintiff and Plaintiff Class the unlawful practices and policies set forth herein.

23 **JURISDICTION AND VENUE**

24 5. Venue is proper in this judicial district and the County of Merced, pursuant to the
25 Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes of
26 action alleged herein occurred in this county.

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THE PARTIES

8. Plaintiff was employed by Defendants as a non-exempt employee from in or around September 2024 through on or around April 2025 at Defendants' place of business in Stevenson, California. At all relevant times herein, Plaintiff was employed by Defendants in a paid hourly non-exempt position. At all relevant times herein, Plaintiff was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, meal and rest period premiums from Defendants. Plaintiff were employed by Defendants within the four (4) years prior to the commencement of this action.

/ / /

1 **Defendants**

2 10. On information and belief, and based thereon, Plaintiff alleges that Defendant
3 SILVA DAIRY FARMS is conducting business in good standing in California, and at all times
4 herein mentioned has regularly conducted business throughout the State of California.

5 11. Plaintiff is ignorant of the true names, capacities, relationships and extent of
6 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
7 inclusive, but on information and belief, allege that said Defendants are legally responsible for
8 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
9 capacities of the DOE Defendants when that information is ascertained.

10 12. Plaintiff is informed and believes, and based thereon allege, that each Defendants
11 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendants
13 is legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture
14 and/or single business enterprise, integrated enterprise, and/or is agents of one another, is alter
15 egos, joint employers, and conspire with one another to increase profits by engaging in the
16 conduct described in this complaint.

17 13. Plaintiff is informed and believes, and based thereon allege, that each Defendants
18 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
19 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
20 below was acting, at least in part, within the course and scope of that authority as such agent,
21 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
22 the permission and consent of the co-Defendants. Plaintiff also allege the acts of each Defendants
23 is legally attributable to the other Defendants.

24 **ADMINISTRATIVE PREREQUISITES**

25 14. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action
26 under PAGA only after giving the Labor Workforce Development Agency (“LWDA”) and the
27 employer notice of the Labor Code sections alleged to have been violated, and after receiving
28 notice from the LWDA of its intention not to investigate, or after 65 days have passed without

1 notice from the LWDA.

2 15. On July 9, 2025, prior to the filing of this complaint, Plaintiff gave written notice
3 of the specified provisions alleged to have been violated, including the facts and theories to
4 support the alleged violations, as required by Labor Code section 2699.3. This written notice was
5 given via certified mail to Defendants and to the LWDA by electronically filing the notice via the
6 Department of Industrial Relations website. Plaintiff was given a LWDA case number of LWDA-
7 CM- 1110688-25. A true and correct copy of Plaintiff's notice to the LWDA and Defendant, dated
8 July 9, 2025, is attached hereto as Exhibit A.

9 16. The Parties engaged in the LWDA's confidential cure process, which concluded
10 on November 25, 2025. As such Plaintiff amends Plaintiff's existing complaint pursuant to
11 Labor Code section 2699.3, subdivision (a)(2)(C): "Notwithstanding any other provision of law,
12 a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
13 under this part at any time within 65 days of the time periods specified in this part."

14 **FACTUAL ALLEGATIONS**

15 17. Plaintiff and Plaintiff Class is, and all times relevant herein, have been non-exempt
16 employees within the meaning of the Labor Code, and the implementing rules of the IWC Wage
17 Orders.

18 18. Plaintiff is informed and believes, and based thereon allege, that Defendants
19 continue to employ non-exempt employees within California.

20 19. Plaintiff is informed and believes, and based thereon allege, that Defendants'
21 policies and practices described herein is common across each of Defendants' locations within
22 the State of California.

23 20. Plaintiff is informed and believes, and based thereon allege, that at all times herein
24 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
25 were knowledgeable about California's wage and hour laws, employment and personnel
26 practices, and the requirements of California law.

27 21. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
28 or should have known that Plaintiff and Class Members were entitled to receive wages for all

1 hours worked, including minimum, regular, and overtime wages, and that they were not receiving
2 all wages earned for work that was required to be performed. In violation of the Labor Code and
3 IWC Wage Orders, Defendants failed to pay Plaintiff and Class Members' earned wages by
4 failing to pay for all hours worked and failing to pay the proper overtime rates of pay, among
5 other things. Plaintiff and Class Members were frequently required to work through meal periods.
6 Defendants failed or refused to provide premium compensation to Plaintiff and Plaintiff Class for
7 all late meal periods, short meal periods, and all missing meal periods.

8 22. During the Class Period, the Defendants and each of them, required the Plaintiff
9 and Class members to work under a "Rounding Policy" that is not fair and neutral and resulted,
10 over a period of time, in failure to compensate the employees properly for all the time they have
11 actually worked, in violation of the various applicable Wage Orders, regulations and statutes, and
12 the Defendants: (1) Willfully failed and refused, and continue to fail and refuse to pay
13 compensation for all hours worked, including minimum wage and lawful overtime compensation
14 to the Plaintiff Class Members; and (2) willfully failed and refused, and continue to fail and refuse
15 to pay due and owing wages promptly upon termination of employment to Plaintiff and Plaintiff
16 Class Members.

17 23. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
18 or should have known that Plaintiff and Class Members were entitled to receive all required meal
19 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate
20 of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the
21 Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy of not
22 providing compliant meal periods. Plaintiff and Class Members were regularly unable to take a
23 duty-free meal period or had their meal periods interrupted as a result of understaffing and a busy
24 workload. Plaintiff and Class Members did not receive all meal periods or payment of one (1)
25 additional hour of pay at Plaintiff and Class Members' regular rate of pay when they did not
26 receive a timely, uninterrupted thirty (30) minute off-duty meal period.

27 24. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
28 or should have known that Plaintiff and Class Members were entitled to receive all paid rest

periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate of pay when a rest period was missed, interrupted, or shortened.

25. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy of not providing paid rest periods. As a result of Defendants' understaffing and daily work requirements and demands, Plaintiff and Class Members did not receive all paid rest periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate of pay when a paid rest period was missed, truncated, or interrupted.

26. Plaintiff is informed and believes, and based thereon allege, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive itemized wage statements that accurately showed their actual hours worked, total hours worked, number of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period in accordance with California law. In violation of the Labor Code, Plaintiff and Class Members were not provided with accurate itemized wage statements.

27. Plaintiff is informed and believes, and based thereon allege, that Defendants knew or should have known that Plaintiff and certain Class Members were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain Class Members did not receive payment of all wages due, within permissible time periods, upon separation of employment.

CLASS ALLEGATIONS

28. Plaintiff bring this action on behalf of themselves and all other similarly situated employees, as a class action pursuant to Code of Civil Procedure section 382.

29. Plaintiff proposed class consists of and is defined as follows: all individuals who worked for Defendants in a California location as non-exempt employees during the Class Period.

30. Plaintiff reserve the right under California Rules of Court, rule 3.765, to amend or modify the class description(s) with greater specificity or further division into subclasses or limitation to particular issues.

31. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest in the

litigation and because the proposed classes is easily ascertained by Defendants' personnel and payroll records.

Numerosity

32. The potential members of the class as defined is so numerous that joinder of all class members is impracticable. While the precise number of the Plaintiff Class is unknown, Plaintiff is informed and believes that Defendants have employed more than one hundred (100) non-exempt employees during the Class Period.

Commonality

33. There is common questions of law and fact arising out of Defendants' conduct as described herein, including, but not limited to:

- a. Whether Defendants failed to pay all wages, including minimum, regular, and overtime wages earned and due to Plaintiff and Plaintiff Class;
- b. Whether Defendants failed and continue to fail to provide meal periods or compensation in lieu thereof to Class Members;
- c. Whether Defendants failed and continue to fail to authorize and permit Class Members to take rest periods or compensation in lieu thereof;
- d. Whether Defendants failed to furnish to Plaintiff and Class Members wage statements containing all information required by Labor Code section 226, subdivision (a);
- e. Whether Defendants failed to timely pay Plaintiff and former class members all wages due during and after their employment; and
- f. Whether Defendants engaged in unfair/unlawful business practices.

Typicality

34. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of whom have incurred and/or will incur damages, as a result of Defendants' common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendants subjected all of its non-exempt employees to the identical violations of the IWC Wage Orders, Code of Regulations, Labor Code, and Business and Professions Code, among other

1 statutes.

2 **Adequacy of Representation**

3 35. Plaintiff will fairly and adequately represent and protect the interests of the
4 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's
5 attorneys is competent, well-versed, and experienced in litigating employment class actions and
6 other complex litigation matters.

7 **Superiority of Class Action**

8 36. Under the facts and circumstances set forth above, a class action is superior to any
9 other method available for the fair and efficient adjudication of the rights of each class member
10 in as much as joinder of individual, relatively small claims of Class Members are not practical
11 and if each employee were required to file an individual lawsuit, the corporate defendants would
12 necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm
13 the limited resources of each individual plaintiff. Requiring each Class Member to pursue an
14 individual remedy would also discourage the assertion of lawful claims by employees fearful of
15 retaliation and permanent damage to their reputation at present and/or subsequent employment.
16 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the
17 individual Class Members against Defendants herein further support class certification.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES**

20 **(By Plaintiff and Plaintiff Class against All Defendants)**

21 37. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged.

23 38. Any employee receiving less than the legal minimum wage or legal overtime
24 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees
25 and costs of suit. (Lab. Code, § 1194, subd. (a).)

26 39. Notwithstanding any other provision of the Labor Code, hourly minimum wage
27 rates is set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
28 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

1 40. In any action to recover payment of wages less than the minimum wage an
2 employee shall be entitled to recover liquidated damages in an amount equal to the wages
3 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

4 41. Any work in excess of eight (8) hours in any workday and any work in excess of
5 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half
6 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess
7 of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay
8 for an employee. (Lab. Code, § 510, subd. (a).)

9 42. All wages earned in employment is due and payable twice during each calendar
10 month on dates designated in advance by the employer. (Lab. Code, § 204.)

11 43. In case of a dispute over wages, the employer shall pay, without condition and
12 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies
13 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

14 44. At all relevant times herein, Plaintiff and Class Members were and are paid as non-
15 exempt employees. Defendants failed to compensate Plaintiff and Plaintiff Class at the legally
16 mandated wage rates for all hours worked in violation of California law. Specifically, Plaintiff
17 and Plaintiff Class were routinely required to work through their meal breaks. Defendants failed
18 or refused to provide premium compensation to Plaintiff and Plaintiff Class for all late meal
19 periods and all missing meal periods. Due to this failure, Defendants did not factor in all meal
20 premiums that Plaintiff and Plaintiff Class were owed when calculating overtime pay.

21 45. Plaintiff and Plaintiff Class members regularly worked over eight (8) hours per
22 day and forty (40) hours per week. Defendants failed to pay Plaintiff, and Plaintiff Class members
23 minimum wage for all hours worked and overtime premium for hours worked in excess of over
24 eight (8) hours per day and forty (40) hours per week for work performed for the Defendants.
25 Defendants failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for all hours
26 worked. Instead, Defendants paid Plaintiff and Plaintiff Class under a “Rounding Policy” that is
27 not fair and neutral and resulted, over a period of time, in failure to compensate the employees
28 properly for all the time they have actually worked, thereby causing Plaintiff and Plaintiff Class

members to work in excess of eight (8) hours per day and/or forty (40) hours per week. As such Plaintiff and Plaintiff Class seek overtime in an amount according to proof. Pursuant to *Labor Code* § 1194, the Class members seek the payment of all overtime compensation which they earned and accrued four (4) years prior to filing this complaint, according to proof.

46. As a consequence, Defendants failed to pay Plaintiff and Plaintiff Class all minimum, regular, overtime, and/or double-time wages for all hours worked, including hours in excess of over eight (8) per day and forty (40) per workweek. Pursuant to Labor Code sections, *inter alia*, 204, 510, 1182.12, and 1194, the Plaintiff Class seeks the payment of all minimum, regular, overtime, and/or double-time compensation which they earned and accrued for four (4) years prior to filing this complaint, according to proof.

47. Additionally, Plaintiff and Plaintiff Class is entitled to liquidated damages, attorneys' fees and costs pursuant to Labor Code section 1194 and Code of Civil Procedure section 1021.5, and prejudgment interest.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Lab. Code, §§ 226.7, 512)

(By Plaintiff and Plaintiff Class against All Defendants)

48. Plaintiff reallege and incorporates by reference all preceding paragraphs herein, as if fully alleged.

49. Labor Code sections 226.7, 512, and the applicable IWC Wage Order provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

50. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff allege Defendants failed to provide

1 legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not
2 relieving employees from all work duties during meal periods thereby preventing employees from
3 taking legally compliant meal periods. Specifically, Defendants had a practice of failing to
4 provide adequate staffing to allow Plaintiff and Plaintiff Class to be completely relieved of all of
5 their work responsibilities while on their legally mandated meal break. Further, Employer ordered
6 that Plaintiff and Plaintiff Class continue to work despite being clocked-out for their meal period.
7 As a result of Employer's policy and practices, Plaintiff and Plaintiff Class did not receive timely
8 uninterrupted meal periods and were not compensated with premium wages for non-compliant
9 meal periods. Further, if a meal period was provided, Defendants rounded employees' time spent
10 taking a meal period to 30-minutes despite not receiving a full 30-minute meal period.

11 51. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of
12 more than five (5) hours in a workday.

13 52. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class is entitled to
14 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed
15 meal break, in an amount to be proven at trial.

16 53. At varying times relevant hereto, Plaintiff and Plaintiff Class have worked shifts
17 more than ten (10) hours in a workday and were regularly denied a legally compliant second meal
18 period.

19 54. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the
20 Plaintiff Class, request recovery of meal period compensation which they are owed beginning
21 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
22 against the Defendants, and each of them, in a sum as provided by the Labor Code and/or other
23 statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law,
24 Plaintiff request the court award reasonable attorneys' fees and costs incurred by them in this
25 action.

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THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(Lab. Code, § 226.7)

(By Plaintiff and Plaintiff Class against All Defendants)

55. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged.

56. Labor Code section 226.7 and the applicable Wage Order provide that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

57. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4) hours per shift with no rest breaks, or otherwise had their rest breaks interrupted or shortened due to Defendants' uniform policies and practices.

58. Defendants failed to reasonably make available rest breaks to Plaintiff and Plaintiff Class throughout the Class Period due to their understaffing, workload, and demands. Routinely, Plaintiff and Plaintiff Class were required to work for six (6) hours before being permitted to take a rest period. When they worked six (6) to eight (8) hours in a workday, Plaintiff and Plaintiff Class often only received one rest period instead of the two required by law. Further, when Plaintiff and Plaintiff Class worked more than ten (10) hours in a workday, they never received the requisite third rest period.

59. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff request the court award reasonable attorneys' fees and costs incurred by them in this action.

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FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AT SEPARATION OF EMPLOYMENT

(Lab. Code, §§ 201, 202, 203)

(By Plaintiff and Plaintiff Class against All Defendants)

60. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

61. Plaintiff is informed and believes, and thereon allege, that as part of Defendants' ongoing unfair business practices, Defendants failed to pay all employees all wages earned during their employment at the time of their separation in violation of Labor Code sections 201 and 202.

62. Labor Code section 201 provides that an employer is required to pay an employee whose employment is terminated by the employer all wages earned and unpaid immediately upon termination.

63. Labor Code section 202 requires an employer pay to an employee who quits her or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

64. Labor Code section 203 provides that an employer who fails to pay all wages earned and due an employee who is discharged or who quits within the timeframe set forth in sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer owes the employee her or her daily rate of pay at their regular rate of pay for each day the full amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

65. Plaintiff and members of the Plaintiff Class who terminated employment within four (4) years of the filing of this complaint until the date of entry of judgment, without being paid the proper payments as described herein is entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

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FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS

(Lab. Code, §§ 226, 226.3, 1174, 1174.5)

(By Plaintiff and Plaintiff Class against All Defendants)

66. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

67. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage Orders provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

68. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to each employee. Labor Code section 226, subdivision (a), requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages is paid by personal check or cash—an accurate itemized wage statement in writing, including specified information, including, but not limited to: “(1) gross wages earned; (2) total hours worked . . . (5) net wages earned... 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.”

69. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

70. The IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including, but not limited to, time records showing

1 the total daily hours worked by each employee, the total hours worked in each payroll period, and
2 applicable rates of pay. Plaintiff is informed and believes that Defendants willfully and
3 intentionally failed to make and/or keep records which accurately reflect the hours worked by
4 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants' records fail to
5 include, *inter alia*: (1) actual hours worked; (2) total hours worked; (3) number of hours worked
6 at each hourly rate; (4) gross wages earned; (5) net wages earned; (6) premium wages earned per
7 pay period; and (7) the entity's legal name and address.

8 71. An employee is deemed to suffer injury if the employer fails to provide an accurate
9 wage statement containing all of the required information set forth in Labor Code section 226,
10 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
11 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
12 employees to determine whether they were paid all wages due without complicated calculations
13 and/or reconstruction of records required to be maintained by the employer.

14 72. For each employee suffering an injury as a result of Defendants' knowing and
15 intentional failure to provide an accurate, itemized wage statement, the employee is entitled to
16 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
17 a violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a
18 subsequent pay period.

19 73. Plaintiff is informed and believes, and based thereon allege, that Defendants'
20 failure to keep accurate payroll records, as described above, violated Labor Code section 1174,
21 subdivision (d), and section 226, subdivision (a), and the applicable Wage Order. Plaintiff intends
22 on seeking penalties under Labor Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff
23 Class is entitled to penalties of one hundred dollars (\$100.00) for the initial violation, and two
24 hundred dollars (\$200.00) for each subsequent violation, for every pay period during which these
25 records and information were not kept by Defendants.

26 74. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
27 failure to keep and maintain accurate records and information and provide to Plaintiff and Class
28 Members accurate itemized wage statements, as described above, was knowing and intentional,

1 and Plaintiff and Plaintiff Class is entitled to statutory penalties for each pay period in which a
2 violation occurred. Plaintiff further seek recovery of attorneys' fees and costs pursuant to Labor
3 Code section 226, subdivision (e), and as otherwise permitted by law.

4 **SIXTH CAUSE OF ACTION**

5 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

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

7 **(By Plaintiff and Plaintiff Class against All Defendants)**

8 75. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
9 as if fully alleged herein.

10 76. Plaintiff bring this claim individually and on behalf of Class Members.

11 77. Business and Professions Code section 17200 ("UCL") prohibits unfair
12 competition in the form of any unlawful, unfair, or fraudulent business act or practice.

13 78. Business and Professions Code section 17204 allows "any person who has suffered
14 injury in fact and has lost money or property as a result of such unfair competition" to prosecute
15 a civil action for violation of the UCL.

16 79. Labor Code section 90.5, subdivision (a), states it is the public policy of California
17 to vigorously enforce minimum labor standards in order to ensure employees are not required to
18 work under substandard and unlawful conditions, and to protect employers who comply with the
19 law from those who attempt to gain competitive advantage at the expense of their workers by
20 failing to comply with minimum labor standards.

21 80. Beginning at an exact date unknown to Plaintiff, but at least since the date four
22 years prior to the filing of this complaint, Defendants have committed acts of unfair competition
23 as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and
24 fraudulent business practices and acts described in this complaint, including, but not limited to,
25 violations of Labor Code sections 201, 202, 203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174,
26 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, as well as other statutes.

27 81. The violations of these laws and regulations, as well as of fundamental California
28 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of

Business and Professions Code sections 17200 et seq.

82. As a result of these actions, Plaintiff, on information and belief, alleges that Defendants are able to unfairly compete with other comparable companies in the State of California in violation of Business and Professions Code sections 17000 et seq. and sections 17200 et seq. Due to these unlawful, unfair, and/or fraudulent business practices, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California.

83. The victims of these unlawful, unfair, and/or fraudulent business practices include, but are not limited to, Plaintiff, putative class members, competing medical groups in the State of California, and the general public. Plaintiff is informed and believes, and thereon alleges, that Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive advantage and thereby injuring Plaintiff, putative class members, other competitors, and the general public.

84. Plaintiff's success in this action will enforce important rights affecting the public interest and public policy. In this regard, Plaintiff sue on behalf of the public as well as on behalf of themselves.

85. Business and Professions Code sections 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and business practices alleged above.

86. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business and Professions Code section 17203 for wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods and other losses alleged herein, during the four-year period prior to the filing of this complaint. All remedies are cumulative pursuant to Business and Professions Code section 17205.

1 87. Business and Professions Code section 17202 provides: “Notwithstanding section
2 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
3 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled
4 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
5 Professions Code section 17202.

6 88. Plaintiff requests injunctive relief pursuant to Business and Professions Code
7 section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices
8 alleged herein. Plaintiff herein take upon enforcement of these laws and lawful claims. There is a
9 financial burden involved in pursuing this action. The action is seeking to vindicate a public right,
10 and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay
11 attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to Code
12 of Civil Procedure section 1021.5 and others.

13 **SEVENTH CAUSE OF ACTION**

14 **Violation of the California Labor Code Private Attorneys General Act**
15 **(Plaintiff and Plaintiff Class Against All Defendants)**

16 89. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
17 paragraphs of this complaint as though fully set forth herein.

18 90. Labor Code sections 2698-2699.5 provide that a civil penalty, assessed and
19 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
20 commissions, boards, agencies or employees (“LWDA”) for certain violations of the Labor Code,
21 may be recovered through a civil action by an aggrieved employee on behalf of herself and
22 collectively on behalf of all other current or former employees.

23 91. California Labor Code section 2699, subdivision (a), also known as the Private
24 Attorneys’ General Act of 2004 (or PAGA), states: “Notwithstanding any other provision of law,
25 any provision of this code that provides for a civil penalty to be assessed and collected by the
26 Labor and Workforce Development Agency or any of its departments, divisions, commissions,
27 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered
28

1 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
2 current or former employees pursuant to the procedures specified in section 2699.3.”

3 92. Plaintiff and Class Members are “aggrieved employees” as defined by Labor Code
4 section 2698 et seq. in that they are all current or former employees of Defendants, and one or
5 more of the alleged violations was committed against them.

6 93. Prior to filing this complaint on July 9, 2025, Plaintiff gave written notice by
7 certified mail to the LWDA and to Defendants of the specific provisions alleged to have been
8 violated, including the facts and theories to support the alleged violations as required by Labor
9 Code section 2699.3, subdivision (a)(1). (See “Exhibit A”), which are hereby incorporated by
10 reference.

11 94. The LWDA has not provided Plaintiff with any notice that it intends to investigate
12 the alleged violations and concluded any cure process. Plaintiff does not anticipate an
13 investigation into Plaintiff’s claims by the LWDA.

14 95. Pursuant to Labor Code section 2699.3, notwithstanding any other provision of
15 law, Plaintiff may, as a matter of right, amend the existing complaint to add a cause of action
16 under Labor Code section 2698.

17 96. Plaintiff, individually and on behalf of all aggrieved Class Members, asserts all of
18 the claims in this complaint against Defendants under the capacity of PAGA, and seeks all
19 statutory penalties available under the Labor Code from one (1) year prior to Plaintiff’s PAGA
20 notice to the present.

21 97. Pursuant to Labor Code section 2698 et seq., Plaintiff, individually and on behalf
22 of all aggrieved Class Members, requests and is entitled to recover from Defendant: unpaid wages,
23 overtime compensation, rest and meal period compensation and penalties, waiting period wages
24 and penalties according to proof, penalties for failure to keep accurate payroll records, interest,
25 attorneys’ fees and costs pursuant to Labor Code sections 201, 202, 203, 204, 207, 222, 226,
26 226.7, 510, 512, 1174, 1182.12, 1194, and 1197, as well as all statutory penalties, and attorneys’
27 fees against Defendants. The aforementioned penalties include, but are not limited to, the
28 following:

- a. Penalties under Labor Code section 2698 in the amount of \$100.00 for each aggrieved employee per pay period for each initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations, Title 8, Section 11070 in the amount of \$50.00 for each aggrieved employee per pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to and entirely independent and apart from any other penalty provided in the Labor Code in the amount of \$100.00 for each aggrieved employee per pay period for each initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, plus 25% of the wage wrongly withheld;
- d. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes.

98. In addition thereto, pursuant to Labor Code section 2699, subdivision (i), Plaintiff seeks and is entitled to 75% of all penalties obtained under Labor Code section 2698 to be allocated to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25% to the aggrieved employees.

99. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to Labor Code sections 201, 202, 203, 226.3, 226.7, 510, 511, 512, 1174, 1174.5, 1182.12, 1194, and 1197, and any other applicable statute.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representatives;
3. The Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For restitution of all monies due to Plaintiff and Plaintiff Class from the unlawful/unfair business practices of Defendants;
6. For injunctive relief;
7. For statutory and civil penalties according to proof;
8. For reasonable attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and section 1194; Code of Civil Procedure section 1021.5, and/or other applicable laws statutes; and
9. That the Court award such other and further relief as this Court may deem appropriate.

Dated: January 8, 2026

MAHONEY LAW GROUP, APC

By:


Kevin Mahoney, Esq.
John Young, Esq.
Attorney for Plaintiff GERARDO F.
GARCIA, as an individual and on behalf of
all similarly situated employees

DEMAND FOR JURY TRIAL

Plaintiff GERARDO F. GARCIA, on behalf of himself and all Class Members, hereby demands a jury trial on all causes of action and claims with respect to which they have a right to a jury trial.

Dated: January 8, 2026

MAHONEY LAW GROUP, APC

By:



Kevin Mahoney, Esq.
John Young, Esq.
Attorney for Plaintiff GERARDO F.
GARCIA, as an individual and on behalf of
all similarly situated employees

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

July 9, 2025

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/411>

VIA CERTIFIED MAIL # 95890710 5270 2375 1949 78

Return Receipt Requested

Silva Dairy Farms

1499 Edminster Road

Stevinson, CA 95374

Re: **Gerardo Garcia v. Silva Dairy Farms**

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION §§ 2698 et. Seq. and 2699 et. seq.**

To: California Labor and Workforce Development Agency and Silva Dairy Farms
(hereinafter "Employer")

From: Gerardo Garcia (hereinafter "Employee"), on behalf of himself and aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Employee and all other aggrieved employees who intend to file a complaint alleging various Labor Code violations.

THEORIES of LABOR CODE VIOLATIONS and REMEDIES

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 223, 226, 226.7, 512, 1182.12, 1194, 1197 and 2802 by failing to provide Employee and all other aggrieved employees all wages for all hours worked.

Employee as well as Employee's co-workers were regularly not compensated for all minimum wages as well as overtime for all hours worked, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Employer failed to pay Employee and aggrieved employees the legally mandated wage rates for all hours worked. Instead, Employer paid Employee and aggrieved employees under a "Rounding Policy" that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employer had a practice of failing to adequately schedule employees to allow Employee and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Employee and other aggrieved employees to prioritize their work responsibilities over their legally mandated meal and rest breaks. In addition, if Employer provided a full uninterrupted meal period, the meal period was not provided prior to the start of Employee's and other aggrieved employees fifth (5th) hour of work. As a result of Employer's policy and practices, Employee and other aggrieved employees did not receive timely uninterrupted meal and rest periods and were not compensated with premium wages for non-compliant meal and rest periods. Employer's conduct is in violation of Labor Code sections 226.7 and 512, is also actionable under PAGA.

Employer failed to provide Employee with complete and accurate wage statements, showing the actual hours, she worked and wages earned per pay period, Employee's hourly rate, and the gross and net wages earned, and reimbursements owed per pay period in violation of Labor Code §226 and is therefore actionable under Labor Code §2699.5

While employed with Employer, Employer failed to keep accurate payroll records, wherein Employee and Employee's co-workers were denied all wages owed and also entitling them to penalties, all pursuant to Labor Code §§226(a). (e) and 1174, and are actionable under Labor Code §2699.5.

Accordingly, Employee will allege in Employee's complaint that Employer violated Labor Code §§201, 202, and 204, since Employee and Employee's co-workers did not receive all their wages in a timely fashion and failed or otherwise refused to compensate Employee and aggrieved employees all wages earned and were due upon separation.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Young", is positioned above the printed name.

John A. Young, Esq.
MAHONEY LAW GROUP, APC

PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **January 8, 2026**, I served [X] true copies [] originals of the following document(s): **FIRST AMENDED COMPLAINT**. I served the document(s) on the person(s) below as follows:

Lindsay I. Walczak BERLINER COHEN LLP 1601 "I" St., Suite 150 Modesto, California 95354	Attorney for DEFENDANT Phone number: (290) 576-0111 Fax number: (290) 576-1076 Email: Lindsay.Walczak@berliner.com Karen.Alcazar@berliner.com
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The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address mbarreto@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **January 8, 2026**, at Long Beach, California.



MARYANN BARRETO