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Attorneys for Plaintiffs HUNTER CACERES,
MAHINA FAJARDO, and FORD WELCH,
individually, and on behalf of other similarly
situated employees; and JESSICA LOPEZ,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

HUNTER CACERES, MAHINA FAJARDO,
and FORD WELCH, individually, and on behalf
of other similarly situated employees; and
JESSICA LOPEZ, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

THORNTON WINERY; and DOES 1 through
25, inclusive,

Defendants.

Case No.: CVRI2503025

**SECOND AMENDED CLASS ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages)**
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Codes §§ 551 and 552 (Failure to Provide One Day's Rest In Seven)**
- (4) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations)**
- (5) Violation of Cal. Labor Code § 226.7 (Rest Break Violations)**
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)**
- (7) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations)**
- (8) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages)**

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**(9) Violation of Cal. Labor Code §§ 2800
and 2802 (Failure to Reimburse
Necessary Business Expenses)**

**(10) Violation of Cal. Business &
Professions Code §§ 17200, *et seq.***

**(11) Violation of Cal. Labor Code §§ 2698,
et seq. (California Labor Code
Private Attorneys General Act of
2004)**

DEMAND FOR JURY TRIAL

1 Plaintiffs HUNTER CACERES, MAHINA FAJARDO, and FORD WELCH, individually,
2 and on behalf of other similarly situated employees; and JESSICA LOPEZ, individually, and on behalf
3 of other similarly situated employees and aggrieved employees pursuant to the California Private
4 Attorneys General Act (“PAGA”) (“together Plaintiffs”), allege as follows against Defendant
5 THORNTON WINERY, and DOES 1 through 25, inclusive (collectively, “Defendants”):

6 **INTRODUCTION**

7 1. This is a class action to recover damages on behalf of Plaintiffs and all current and
8 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
9 California at any time during the period from four years prior to the date of the filing of this Complaint
10 through final judgment (“Class Members”).

11 2. This is also an enforcement action under PAGA to recover civil penalties on behalf of
12 Plaintiff JESSICA LOPEZ, the State of California, and all current and former hourly-paid and/or non-
13 exempt employees who worked for Defendants in the State of California at any time from one year
14 prior to Plaintiff JESSICA LOPEZ’s submission of written notice of Defendants’ alleged violations
15 of the California Labor Code to the Labor & Workforce Development Agency (“LWDA”) through
16 final judgment (“Aggrieved Employees”).

17 3. Plaintiffs allege that Defendants hired Plaintiffs, Class Members, and Aggrieved
18 Employees but, among other things, failed to properly pay them all wages owed for all time worked
19 (including minimum wages, straight time wages, and overtime wages), failed to provide one day’s rest
20 in seven, failed to provide them with all meal periods and rest periods and associated premium wages
21 to which they were entitled, failed to timely pay them all wages due during their employment, failed
22 to timely pay them all wages due upon termination of their employment, failed to provide them with
23 accurate itemized wage statements, and failed to reimburse them for necessary business expenses.

24 4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202,
25 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
26 applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiffs seek
27 to recover all available remedies including but not limited to actual and liquidated damages and
28 attorney’s fees and costs.

1 **JURISDICTION AND VENUE**

2 5. This is a class action lawsuit brought pursuant to California Code of Civil Procedure
3 section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California Constitution,
8 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except
9 those given by statute to other courts. The statutes under which this action is brought do not specify
10 any other basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and belief,
12 Defendants are either citizens of California, have sufficient minimum contacts in California, and/or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and
15 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
16 solely on California law.

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
19 County of Riverside, including at 32575 Rancho California Rd, Temecula, CA 92591. Many of the
20 acts, events, and violations alleged herein relating to Plaintiffs occurred throughout the State of
21 California, including in the County of Riverside.

22 **THE PARTIES**

23 10. At all times herein mentioned, Plaintiff HUNTER CACERES is and was an individual
24 residing in Riverside County in the State of California.

25 11. At all times herein mentioned, Plaintiff MAHINA FAJARDO is and was an individual
26 residing in Riverside County in the State of California.

27 12. At all times herein mentioned, Plaintiff FORD WELCH is and was an individual
28 residing in Riverside County in the State of California.

1 13. At all times herein mentioned, Plaintiff JESSICA LOPEZ is and was an individual
2 residing in Riverside County in the State of California.

3 14. At all times herein mentioned, Defendant THORNTON WINERY was and is an
4 employer who does business in California, with locations throughout the State of California, and
5 whose employees are engaged throughout Riverside County and the State of California, including at
6 32575 Rancho California Rd, Temecula, CA 92591.

7 15. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
8 under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the Complaint
9 and serve such fictitiously named Defendants once their names and capacities become known.

10 16. Plaintiffs are informed and believe, and thereon alleges, that the acts and omissions
11 alleged herein were performed by, or are attributable to defendant THORNTON WINERY and/or
12 DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working
13 in concert with, each of the other co-Defendants and within the course and scope of such agency,
14 employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The
15 acts of Defendants represent and were in accordance with Defendants' official policies.

16 17. At all relevant times, Defendants were the employers of Plaintiffs within the meaning
17 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
18 working conditions, wages, working hours, and conditions of employment of Plaintiffs so as to make
19 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

20 18. Defendants had the authority to hire and terminate Plaintiffs, the other Class
21 Members, and the Aggrieved Employees, to set work rules and conditions governing Plaintiffs', the
22 other Class Members', and the Aggrieved Employees' employment, and to supervise their daily
23 employment activities.

24 19. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs',
25 the other Class Members', and the Aggrieved Employees' employment for them to be joint
26 employers of Plaintiffs, the other Class Members, and the Aggrieved Employees.

27 20. Defendants directly hired and paid wages to Plaintiffs, the other Class Members, and
28 the Aggrieved Employees .

21. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

22. At all relevant times, Defendants, and each of them, ratified each act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

23. Plaintiffs are informed and believe, and thereon alleges, that each Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

24. Plaintiff HUNTER CACERES began working for Defendants from approximately December 2021 through April 20, 2022 as a Line Cook. Defendants jointly and severally employed HUNTER CACERES at their location in Temecula, California. HUNTER CACERES performed various duties for Defendants including, among other things, setting up kitchen for service and preparing food.

25. Plaintiff MAHINA FAJARDO worked for Defendants from approximately March 2023 through approximately December 2023 as a Hostess. Defendants jointly and severally employed MAHINA FAJARDO at their location in Temecula, California. MAHINA FAJARDO performed various duties for Defendants including, among other things, organizing files and serving wine.

26. Plaintiff FORD WELCH worked for Defendants from approximately January 2020 through approximately January 2024 as a Server. Defendants jointly and severally employed FORD WELCH at their location in Temecula, California. FORD WELCH performed various duties for Defendants including, among other things, serving food and beverages.

27. Plaintiff JESSICA LOPEZ worked for Defendants from approximately October 2022 through approximately December 2024 as a Server. Defendants jointly and severally employed JESSICA LOPEZ at their location in Temecula, California. JESSICA LOPEZ performed various duties for Defendants including, among other things, serving food and beverages.

28. Plaintiffs are informed and believe, and thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set

1 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
2 Plaintiffs, the other Class Members, and the Aggrieved Employees to work off-the-clock without
3 compensation, failing to properly pay wages for all hours worked, failing to provide one day's rest in
4 seven, failing to provide all meal and rest breaks to which they were entitled and failing to pay meal
5 and rest break premiums when due, failing to timely pay wages during employment and upon
6 termination of employment, failing to provide accurate wage statements, failing to reimburse
7 necessary business-related expenses, and failing to adhere to other related protections afforded by the
8 California Labor Code and the applicable IWC Wage Order.

9 29. Defendants knew or should have known that they had a duty to compensate Plaintiffs,
10 the other Class Members, and the Aggrieved Employees pursuant to California law. Defendants had
11 the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do
12 so to increase Defendants' profits.

13 CLASS ACTION ALLEGATIONS

14 30. Plaintiffs bring this lawsuit as a class action on behalf of Plaintiffs and all others
15 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
16 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
17 superiority requirements under California Code of Civil Procedure section 382.

18 31. The proposed **Class** is defined as follows:

19 **All current and former hourly-paid and/or non-exempt employees**
20 **who worked for Defendants in the State of California at any time**
21 **during the period from four years prior to the date of the filing of**
22 **this Complaint through final judgment.**

23 32. The proposed **Former Employee Sub-Class** is defined as follows:

24 **All former hourly-paid and/or non-exempt employees who worked**
25 **for Defendants in the State of California at any time during the**
26 **period from four years prior to the date of the filing of this**
27 **Complaint through final judgment.**

28 33. Plaintiffs reserve the right to establish additional subclasses as appropriate.

1 34. There is a well-defined community of interest in this litigation, and the Class is easily
2 ascertainable. While the exact number and identities of Class Members are currently unknown to
3 Plaintiffs, such information can be ascertained through appropriate discovery from records maintained
4 by Defendants and their agents.

5 35. The Class is so numerous that the individual joinder of all its members is impracticable.

6 36. Common questions of fact and law exist as to all Class Members, which predominate
7 over any questions affecting only individual members of the Class. The common legal and factual
8 questions which do not vary from Class Member to Class Member, and which may be determined
9 without reference to the individual circumstances of any Class Member include the following:

- 10 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
11 Plaintiffs and the other Class Members for all hours worked;
- 12 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
13 Plaintiffs and the other Class Members for all overtime hours worked;
- 14 iii. Whether Defendants failed to provide Plaintiffs and other Class Members with one
15 day's rest in seven;
- 16 iv. Whether Defendants paid Plaintiffs and other Class Members at the appropriate
17 overtime or double time rate when Defendants required Plaintiffs or other Class
18 Members to work in seven-day blocks without one day's rest, as proscribed by Cal.
19 Lab. Codes §§ 551 and 552;
- 20 v. Whether Defendants' failure to provide Plaintiffs and other Class Members with one
21 day's rest in seven was willful;
- 22 vi. Whether Defendants had a policy and practice of failing to provide meal periods to
23 Plaintiffs and the other Class Members;
- 24 vii. Whether Defendants had a policy and practice of failing to provide rest periods to
25 Plaintiffs and the other Class Members;
- 26 viii. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
27 the State of California for all hours worked, and for all missed, short, late, and/or
28 interrupted meal periods and rest breaks;

- ix. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other Class Members during their employment;
- x. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- xi. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class Members within the required time upon their discharge or resignation;
- xii. Whether Defendants failed to comply with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;
- xiii. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for necessary business-related expenses and costs;
- xiv. Whether Defendants' conduct was willful or reckless;
- xv. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xvi. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xvii. Whether Plaintiffs and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

37. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other Class Members Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute this action vigorously.

38. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, and/or contradictory judgments and would magnify the delay and expense to all parties and to the

1 court system resulting from multiple trials of the same factual and legal issues. By contrast, the conduct
2 of this action as a class action presents fewer management difficulties, conserves the resources of the
3 parties and of the court system, and protects the rights of each Class Member.

4 39. Certification of this lawsuit as a class action will advance public policy objectives.
5 Employers of this great state violate employment and labor laws every day. Current employees are
6 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class
7 actions provide the Class Members who are not named in the complaint anonymity that allows for the
8 vindication of their rights.

9 **PAGA ALLEGATIONS**

10 40. PAGA is and was applicable to Defendants' employment of Plaintiff JESSICA LOPEZ
11 and the Aggrieved Employees.

12 41. PAGA provides that any provision of under the California Labor Code that provides
13 for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the
14 LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil
15 action brought by an aggrieved employee on behalf of themselves and other current or former
16 employees pursuant to procedures outlined in California Labor Code section 2699.3.

17 42. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
18 any person employed by the alleged violator who suffered the violations alleged.

19 43. Plaintiff JESSICA LOPEZ and the other hourly-paid, non-exempt employees are
20 "Aggrieved Employees" as defined by California Labor Code section 2699(c).

21 44. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
22 including Plaintiff JESSICA LOPEZ, may pursue a civil action arising under PAGA after the
23 following requirements have been met:

24 a. The aggrieved employee shall give written notice by certified mail (hereinafter
25 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
26 California Labor Code alleged to have been violated, including the facts and theories
27 to support the alleged violations.

28 b. The LWDA shall provide notice ("LWDA Response") to the employer and the

1 aggrieved employee by certified mail that it does not intend to investigate the alleged
2 violation within sixty (60) calendar days of the postmark date of the Employee's
3 Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not
4 provided within sixty-five (65) calendar days of the postmark date of the Employee's
5 Notice, the aggrieved employee may commence a civil action pursuant to California
6 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
7 which the employee may be entitled.

8 45. On August 25, 2025, Plaintiff JESSICA LOPEZ provided notice by electronic
9 submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the
10 California Labor Code alleged to have been violated, including the facts and theories to support the
11 alleged violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of the**
12 **Employee's Notice is attached hereto as Exhibit A.**

13 46. Plaintiff JESSICA LOPEZ did not receive a LWDA Response within sixty-five (65)
14 calendar days of providing the Employee's Notice.

15 47. Therefore, the administrative prerequisites under California Labor Code section
16 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of,
17 *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
18 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

21 **Failure to Pay Minimum Wage**

22 **(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)**

23 48. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

24 49. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
25 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
26 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs and the
27 other Class Members were frequently suffered or permitted to work "off-the-clock" prior to clocking
28 in or after clocking out for their shifts, such that they were not paid minimum wage for all hours

1 worked.

2 50. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs
3 and the other Class Members for all hours they worked in violation of California Labor Code sections
4 1194, 1197, and 1197.1.

5 51. Defendants knew or should have known that Plaintiffs and the other Class Members
6 were performing such work “off-the-clock” because, among other things, Defendants’ management
7 witnessed, authorized, was made aware of, and/or required Plaintiffs and Class Members to perform
8 such work.

9 52. Defendants’ failure to pay Plaintiffs and the other Class Members the minimum wage
10 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
11 Plaintiffs and the other Class Members are entitled to recover the unpaid balance of their minimum
12 wage compensation, as well as interest, costs, and attorney’s fees.

13 53. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
14 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
15 unpaid and interest thereon.

16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

18 **Unpaid Overtime**

19 **(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)**

20 54. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

21 55. California Labor Code section 1198 and the applicable IWC Wage Order provide that
22 it is unlawful to employ persons for extended periods of time without compensating them at a rate of
23 pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number
24 of hours worked by the person on a daily and/or weekly basis.

25 56. Specifically, the applicable IWC Wage Order provides that Defendants were required
26 to pay Plaintiffs and the other Class Members at the rate of time-and-one-half for all hours worked in
27 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first
28 eight (8) hours worked on the seventh consecutive day in a workweek.

1 57. The applicable IWC Wage Order further provides that Defendants were required to pay
2 Plaintiffs and the other Class Members overtime compensation at a rate of two (2) times their regular
3 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in
4 excess of eight (8) hours on the seventh consecutive day in a workweek.

5 58. California Labor Code section 510 codifies the right to overtime compensation at one-
6 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in
7 excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh
8 consecutive day in a workweek, and to overtime compensation at twice the regular hourly rate for
9 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
10 seventh day of work.

11 59. Plaintiffs and the other Class Members regularly worked in excess of eight (8) hours in
12 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or in excess
13 of seven (7) consecutive days in a workweek. However, Defendants did not accurately record Plaintiffs
14 and the other Class Members' actual hours worked and intentionally and willfully failed to pay all
15 overtime wages owed to Plaintiffs and the other Class Members. Defendants' failure to pay correct
16 overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed
17 *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime
18 wages under California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order;
19 (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight
20 time; (c) when Defendants assigned more work than could reasonably be completed in a workday or
21 workweek to Plaintiffs and Class Members, but refused to authorize the overtime necessary for them
22 to complete the assigned work; and (d) when Defendants failed to include all required wages and
23 renumeration when calculating setting the overtime rate.

24 60. Defendants' failure to pay Plaintiffs and the other Class Members as outlined above
25 violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and is
26 therefore unlawful.

27 61. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class Members
28 are entitled to recover their unpaid overtime compensation, and interest, costs, and attorneys' fees.

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 551 AND 552**

3 **Failure to Provide One Day's Rest in Seven**

4 **(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)**

5 62. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 63. California Labor Code § 551 states that “[e]very person employed in any occupation
8 of labor is entitled to one day’s rest therefrom in seven.” Cal. Lab. Code § 552 prohibits and employer
9 from “caus[ing] his employees to work more than six days in seven.”

10 64. Further, the California Code of Regulations, Title 8 (“Cal. Code Regs.”) provides for
11 the amounts at which employees should be paid when working on the seventh day in the manner
12 proscribed by Cal. Lab. Codes 551 and 552. For example, Cal. Code Reg. § 11170 for miscellaneous
13 employees § 4 provides:

14 4. Daily Overtime - General Provisions

15 The following overtime provisions are applicable to employees eighteen (18) years of
16 age or over and to employees 16 or 17 years of age who are not required by law to attend
17 school, and are not otherwise prohibited by law from engaging in the subject work. Such
18 employees shall not be employed more than eight (8) hours in any workday or more
19 than 40 hours in any workweek unless the employee receives one and one-half (1 1/2)
times such employee's regular rate of pay for all hours worked over 40 hours in the
workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight
(8) hours in any workday or more than six (6) days in any workweek is permissible
provided the employee is compensated for such overtime at not less than:

20 (A) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
21 worked in excess of eight (8) hours up to and including 12 hours in any workday,
22 and for the first eight (8) hours worked on the seventh (7th) consecutive day of
work in a workweek; and

23 (B) Double the employee's regular rate of pay for all hours worked in excess of
24 12 hours in any workday and for all hours worked in excess of eight (8) hours on
the seventh (7th) consecutive day of work in a workweek.

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

27 65. Plaintiffs and other Class Members were subjected to numerous work periods where
28 they were not afforded one day’s rest in seven.

66. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and other Class Members to work for periods of seven days straight without one day of rest without properly compensating Plaintiffs or the other Class Members, as prescribed by California law, at either the time-and-a-half rate or the double time rate, depending on hours worked during the seventh day.

67. Defendants' conduct violates California law such as the applicable IWC Wage Orders and California Labor Codes sections 551 and 552.

68. Pursuant to the applicable IWC Wage Orders and California Labor Code sections 551 and 552, Plaintiffs and other Class Members are entitled to recover from Defendants time-and-a-half for all hours worked up through the end of the eighth hour, or double time for all hours worked in excess of eight hours on the seventh day during the relevant time period.

69. Plaintiffs and other Class Members have been damaged in an amount according to proof at the time of trial, and are entitled to recovery of such amounts, plus penalties, interest, attorneys' fees, expenses and costs.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)

Meal Break Violations

(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)

70. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

71. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order govern Plaintiffs and the other Class Members' employment by Defendants.

72. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

73. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

1 74. The applicable IWC Wage Order and California Labor Code section 512(a) further
2 provide that an employer may not require, cause, or permit an employee to work a work period of
3 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
4 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
5 hours, the second meal period may be waived by mutual consent of the employer and the employee
6 only if the first meal period was not waived.

7 75. Plaintiffs and the other Class Members who were scheduled to work for shifts no longer
8 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
9 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
10 less than thirty (30) minutes.

11 76. Plaintiffs and the other Class Members who were scheduled to work for shifts in excess
12 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
13 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
14 a second uninterrupted meal period of not less than thirty (30) minutes.

15 77. Defendants intentionally and willfully required Plaintiffs and the other Class Members
16 to work during meal periods and failed to compensate Plaintiffs and the other Class Members for work
17 performed during meal periods. This includes, among other things, requiring Plaintiffs and Class
18 Members to work through their lunch breaks, permitting and/or requiring Plaintiffs and Class
19 Members to take late lunch breaks, permitting and/or requiring Plaintiffs and Class Members to take
20 short lunch breaks, interrupting and/or allowing others to interrupt Plaintiffs and Class Members
21 during their lunch breaks, failing to relieve Plaintiffs and Class Members of all duties during their
22 lunch breaks, and restricting Plaintiffs and Class Members from leaving the premises during their
23 lunch breaks.

24 78. During the relevant time period, Defendants failed to pay Plaintiffs and the other Class
25 Members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
26 the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration,
27 including non-discretionary commissions, non-discretionary bonuses, and non-discretionary
28 performance pay, when calculating regular rates of pay for meal period premiums and/or merely using

1 straight time pay to calculate regular rates of pay for meal period premiums.

2 79. Defendants' conduct therefore violates the applicable IWC Wage Order and California
3 Labor Code sections 226.7 and 512(a).

4 80. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
6 additional hour of pay at their regular rate of compensation for each workday that a compliant meal
7 period was not provided as well as interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF CAL. LABOR CODE § 226.7**

10 **Rest Break Violations**

11 **(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)**

12 81. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

13 82. California Labor Code section 226.7 and the applicable IWC Wage Order govern
14 Plaintiffs and the other Class Members' employment by Defendants.

15 83. California Labor Code section 226.7 provides that no employer shall require an
16 employee to work during any rest period mandated by an applicable order of the California IWC.

17 84. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
18 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
19 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
20 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
21 work time is less than three and one-half (3½) hours."

22 85. Defendants routinely required Plaintiffs and the other Class Members to work three
23 and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest
24 period per each four (4) hour period, or major fraction thereof, worked.

25 86. Moreover, Defendants willfully required, suffered, and permitted Plaintiffs and the
26 other Class Members to work during what should have been their rest periods. Defendants also failed
27 to relieve Plaintiffs and the other Class Members of all duties for ten (10) minutes as required for
28 compliant rest breaks.

87. As a result, Plaintiffs worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

88. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other Class Members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

89. Defendants had no policy or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiffs and the other Class Members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay, when calculating regular rates of pay for rest period premiums and/or merely using straight time pay to calculate regular rates of pay for rest period premiums.

90. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday compliant rest period(s) were not provided as well as interest thereon.

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Wages Not Timely Paid During Employment

(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)

91. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

92. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

93. California Labor Code section 204 provides that all wages earned by any person in any

1 employment between the 16th and the last day, inclusive, of any calendar month, other than those
2 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
3 the following month.

4 94. California Labor Code section 204 provides that all wages earned for labor in excess
5 of the normal work period shall be paid no later than the payday for the next regular payroll period.

6 95. As a result of the violations set forth in detail above (failure to pay overtime, failure to
7 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
8 willfully failed to timely pay Plaintiffs and the other Class Members all wages due to them within the
9 period permissible under California Labor Code section 204.

10 96. Plaintiffs and the other Class Members are entitled to recover all available remedies for
11 Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to
12 California Labor Code section 210(b).

13 **SEVENTH CAUSE OF ACTION**

14 **VIOLATION OF CAL. LABOR CODE § 226(a)**

15 **Wage Statement Violations**

16 **(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)**

17 97. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

18 98. At all material times set forth herein, California Labor Code section 226(a) provides
19 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
20 including, but not limited to, the name and address of the legal entity that is the employer, total hours
21 worked, and all applicable hourly rates.

22 99. As a result of the violations set forth in detail above (failure to pay overtime, failure to
23 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
24 willfully failed to provide Plaintiffs and the other Class Members with complete and accurate wage
25 statements. The deficiencies include, among other things, the failure to state all hours worked, the
26 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
27 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
28 226(a).

100. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other Class Members have suffered injury and damage to their statutorily protected rights.

101. Specifically, Plaintiffs and the other Class Members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiffs and the other Class Members have been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiffs had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiffs and the other Class Members were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiffs's ability to demand and recover the underpayment of wages from Defendants.

102. Plaintiffs and the other Class Members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

EIGHTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203

Untimely Final Wages

(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)

103. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

104. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of

1 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

3 105. California Labor Code section 203 provides that if an employer willfully fails to pay,
4 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
5 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
6 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
7 continue for more than thirty (30) days.

8 106. As a result of the violations set forth in detail above (failure to pay overtime, failure to
9 pay minimum wages, meal break violations, and rest break violations), at the time that Plaintiffs and
10 the other Class Members' employment with Defendants ended, Defendants knowingly and willfully
11 failed to pay them all wages owed to them pursuant to California Labor Code sections 201 and
12 202, including, without limitation, overtime wages, minimum wages, meal period premium wages,
13 and rest period premium wages, and all wages due to Plaintiffs and Class Members as they became
14 due, as required per California Labor Code section 204.

15 107. As a result, Plaintiffs and the other Class Members are entitled to all available
16 statutory penalties, including the waiting time penalties provided in California Labor Code section
17 203, together with interest thereon, as well as other available remedies.

18 **NINTH CAUSE OF ACTION**

19 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

20 **Failure to Reimburse Necessary Business Expenses**

21 **(By Plaintiffs Mahina Fajardo, Ford Welch and Jessica Lopez As Against All Defendants)**

22 108. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

23 109. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
25 of the discharge of the employee's job duties or in direct consequence of the employee's job duties or
26 in direct consequence of the employee's obedience to the directions of the employer.

27 110. Plaintiffs and the other Class Members incurred necessary business-related expenses
28 and costs that were not fully reimbursed by Defendants.

111. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses and costs. Plaintiffs and the other Class Members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiffs and the other Class Members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET. SEQ.*

Unfair and Unlawful Business Practices

(By All Plaintiffs Against All Defendants)

112. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

113. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged in this Complaint, including but not limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and refusal to provide one day's rest in seven, Defendants' failure and refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay the required rest break premiums, Defendants' failure and refusal to timely pay wages at the correct rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses and costs, and Defendants' failure and refusal to timely pay wages upon termination constitutes unfair and unlawful business practices under California Business and Professions Code sections 17200, *et seq.*

114. Defendants' violations of California wage and hour laws constitute unfair and unlawful business practices because, among other things, they were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs and the other Class Members.

115. Defendants have avoided payment of overtime wages, minimum wages (including overtime wages required for requiring Plaintiffs and other Class Members to work on the seventh day in a row), meal period premiums, rest period premiums, timely wages at the correct rate of pay, and

1 other benefits as required by the California Labor Code, the California Code of Regulations, and the
2 applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct
3 sums of assessment to the state authorities under the California Labor Code and other applicable
4 regulations.

5 116. As a result of Defendants' unfair and unlawful business practices, Defendants have
6 reaped unfair and illegal profits during Plaintiffs and the other Class Members' tenure at the expense
7 of Plaintiffs, the other Class Members, and members of the public. Defendants should be made to
8 disgorge their ill-gotten gains and to restore them to Plaintiffs and the other Class Members.

9 117. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other Class
10 Members to seek preliminary and permanent injunctive relief, including but not limited to orders that
11 Defendants account for, disgorge, and restore to Plaintiffs and the other Class Members the wages and
12 other compensation unlawfully withheld from them. Plaintiffs and the other Class Members are
13 entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof
14 at the time of trial.

15 **ELEVENTH CAUSE OF ACTION**

16 **VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.***

17 **California Private Attorneys General Act of 2004**

18 **(By Plaintiff Jessica Lopez Against All Defendants)**

19 118. Plaintiff JESSICA LOPEZ incorporates herein by specific reference, as though fully
20 set forth, the allegations in all preceding paragraphs.

21 119. Plaintiff JESSICA LOPEZ brings this action on a representative basis on behalf of other
22 Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney general
23 pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

24 120. PAGA expressly provides for a private right of action to recover civil penalties for
25 violations of the California Labor Code as follows: "*Notwithstanding any other provision of law, any*
26 *provision of this code that provides for a civil penalty to be assessed and collected by the Labor and*
27 *Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,*
28 *or employees, for a violation of this code, may, as an alternative, be recovered through a civil action*

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees against whom a violation of the same code provision was committed pursuant to the
3 procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

4 121. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
5 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
6 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

7 122. Plaintiff JESSICA LOPEZ and the other hourly-paid, non-exempt employees are
8 “Aggrieved Employees” as defined by California Labor Code section 2699(c).

9 123. Defendants’ conduct, as alleged herein, violates numerous sections of the California
10 Labor Code, including, but not limited to, the following:

- 11 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
12 wages, as set forth more fully above;
- 13 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
14 minimum wages, as set forth more fully above;
- 15 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
16 legally required meal periods, as set forth more fully above;
- 17 d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
18 required meal period premiums, as set forth more fully above;
- 19 e. Violation of California Labor Code section 226.7 for failure to provide legally required
20 rest periods, as set forth more fully above;
- 21 f. Violation of California Labor Code section 226.7 for failure to pay required rest period
22 premiums, as set forth more fully above;
- 23 g. Violation of California Labor Code section 204 for failure to timely pay wages to
24 Plaintiff and Aggrieved Employees during employment, as set forth more fully above;
- 25 h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
26 wages at time of discharge from employment, as set forth more fully above;
- 27 i. Violation of California Labor Code section 226(a) for failure to provide accurate wage
28 statements to Plaintiff and Aggrieved Employees, as set forth more fully above;

1 j. Violation of California Labor Code section 1174(d) for failure to keep complete and
2 accurate payroll records relating to Plaintiff and Aggrieved Employees; and

3 k. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
4 Plaintiff and Aggrieved Employees for necessary business-related expenses and costs,
5 as set forth more fully above.

6 124. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
7 and 2699.5, Plaintiff JESSICA LOPEZ, acting in the public interest as a private attorney general, seeks
8 assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of
9 California against Defendants for violations of California Labor Code sections set forth herein,
10 including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5,
11 and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and
12 remedies as provided by the California Labor Code and/or other statutes.

13 125. Pursuant to California Labor Code section 2699(m), civil penalties recovered by
14 Aggrieved Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the
15 enforcement of labor laws and education of employers and employees about their rights and
16 responsibilities and thirty-five (35%) to the Aggrieved Employees.

17 126. Plaintiff JESSICA LOPEZ retained counsel to file this court action, and to assess and
18 collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable
19 attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and
20 any other applicable statute.

21 **PRAYER FOR RELIEF**

22 Plaintiffs, on behalf of all others similarly situated, prays for relief and judgment against
23 Defendants, jointly and severally, as follows:

24 **Class Certification**

- 25 1. That this action be certified as a class action;
- 26 2. That Plaintiffs be appointed as the representatives of the Class;
- 27 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 28 4. That Defendants provide to Class Counsel the names and most current/last known

1 contact information (addresses, e-mails, and telephone numbers) of all Class Members.

2 **As to the First Cause of Action**

3 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
4 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the
5 other Class Members;

6 6. For general unpaid wages and such general and special damages as may be appropriate;

7 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
8 Plaintiffs and the other Class Members in the amount as may be established according to proof at trial;

9 8. For pre-judgment interest on any unpaid compensation from the date such amounts
10 were due;

11 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
12 Labor Code section 1194(a);

13 10. For liquidated damages pursuant to California Labor Code section 1194.2; and

14 11. For such other and further relief as the Court may deem just and proper.

15 **As to the Second Cause of Action**

16 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
17 Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all
18 overtime wages due to Plaintiffs and the other Class Members;

19 13. For general unpaid wages at overtime wage rates and such general and special damages
20 as may be appropriate;

21 14. For pre-judgment interest on any unpaid overtime compensation commencing from the
22 date such amounts were due;

23 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
24 Labor Code section 1194(a); and

25 16. For such other and further relief as the Court may deem just and proper.

26 **As to the Third Cause of Action**

27 17. That the Court declare, adjudge and decree that Defendants violated California Labor
28 Code §§ 551 and 552 by willfully failing to provide Plaintiffs or the Class Members one day's rest in

seven;

18. That the Court declare, adjudge and decree that Defendants willfully failed to pay Plaintiffs or the Class Members appropriately for working on the seventh day in the manner required per the appropriate IWC Wage Order;

19. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

20. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 1194; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other Class Members;

24. For premium wages pursuant to California Labor Code section 226.7(c);

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For pre-judgment interest on any unpaid wages from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein; and

28. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause Action

29. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods to Plaintiffs and the other Class Members;

30. For premium wages pursuant to California Labor Code section 226.7(c);

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

and

33. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other Class Members;

35. For statutory penalties pursuant to California Labor Code section 210; and

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated the provisions of California Labor Code section 226(a) as to Plaintiffs and the other Class Members, and willfully failed to provide accurate itemized wage statements to them;

38. For actual, consequential, and incidental losses and damages, according to proof;

39. For statutory penalties pursuant to California Labor Code section 226(e);

40. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

41. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other Class Members no longer employed by Defendants;

43. For all actual, consequential, and incidental losses and damages, according to proof;

44. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other Class Members who have left Defendants' employ;

45. For pre-judgment interest on any unpaid compensation from the date due; and

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Labor

Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

48. For actual, consequential, and incidental losses and damages, according to proof;

49. For the imposition of civil penalties and/or statutory penalties;

50. For reasonable attorneys' fees and costs of suit incurred herein; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

52. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code sections as to Plaintiffs and the other Class Members: 1194, 1197, and 1197.1 (by failing to pay minimum wages); 510 and 1198 (by failing to pay overtime wages); 551 and 552 (by failing to provide one day's rest in seven); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

53. For restitution of unpaid wages to Plaintiffs and all the other Class Members and all pre-judgment interest from the day such amounts were due and payable;

54. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

56. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*

As to the Eleventh Cause of Action

57. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

- 1 58. For injunctive relief;
- 2 59. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
- 3 of the California Labor Code; and
- 4 60. For such other and further relief as the Court may deem proper.
- 5

6 Dated: December 22, 2025

BLACKSTONE LAW, APC

7

8 By:



Ryan A. Quadrel, Esq.
Joseph O. Marshall, Esq.

9

10 *Attorneys for* Plaintiffs HUNTER CACERES,

11 MAHINA FAJARDO, and FORD WELCH,

12 individually, and on behalf of other similarly

13 situated employees; and JESSICA LOPEZ,

14 individually, and on behalf of other similarly

15 situated employees and aggrieved employees

16 pursuant to the California Private Attorneys

17 General Act

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