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SUPERIOR COURT SAN JOAQUIN

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

MICHAEL CARRILLO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC COAST PRODUCERS; EXPRESS
SERVICES, INC.; and DOES 1 through 10,
inclusive,

Defendants

Case No.: STK-CV-UDE-2025-12142

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
- and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]

DEMAND FOR JURY TRIAL

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1 Plaintiff Michael Carrillo ("Plaintiff"), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Pacific Coast Producers, Express
6 Services, Inc., and Does 1 through 10 (collectively referred to as "Defendants") for California
7 Labor Code violations and unfair business practices stemming from Defendants' failure to pay
8 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and
10 meal periods, failure to timely pay all wages to terminated employees, failure to indemnify
11 necessary business expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of himself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
19 California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to
20 Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of
21 Defendants who worked in California during the applicable statute of limitations period
22 (hereinafter referred to as the "Aggrieved Employees").

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Joaquin County. As such, and
25 based upon all the facts and circumstances incident to Defendants' business in California,
26 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
27 Welfare Commission ("IWC"), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants maintained
2 a systematic, company-wide policy and practice of:

3 6. Failing to pay employees for all hours worked, including all minimum wages, and
4 ~~overtime wages in compliance with the California Labor Code and IWC Wage Orders;~~

5 7. Failing to provide employees with timely and duty-free meal periods in compliance
6 with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of
7 all meal periods taken or missed, and failing to pay an additional hour's pay for each workday
8 a meal period violation occurred;

9 8. Failing to authorize and permit employees to take timely and duty-free rest periods
10 in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an
11 additional hour's pay for each workday a rest period violation occurred;

12 9. Failing to indemnify employees for necessary business expenses incurred;

13 10. Willfully failing to pay employees all minimum wages, overtime wages, meal
14 period premium wages, and rest period premium wages due within the time period specified
15 by California law when employment terminates; and

16 11. Failing to maintain accurate records of the hours that employees worked.

17 12. Failing to provide employees with accurate, itemized wage statements containing
18 all the information required by the California Labor Code and IWC Wage Orders.

19 13. On information and belief, Defendants, and each of them were on actual and
20 ~~constructive notice of the improprieties alleged herein and intentionally refused to rectify their~~
21 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
22 were willful and deliberate.

23 14. At all relevant times, Defendants were and are legally responsible for all of the
24 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
25 foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees.
26 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
27 herein under the doctrine of "respondeat superior".
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1 23. Plaintiff is informed and believes and thereon alleges that at all relevant times each
2 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
3 the other employees described in the class definitions below, and exercised control over their
4 ~~wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges~~
5 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
6 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
7 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged
8 with some or all of the other Defendants in a joint enterprise for profit, and bore such other
9 relationships to some or all of the other Defendants so as to be liable for their conduct with
10 respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
11 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
12 that each Defendant knew or should have known about, and authorized, ratified, adopted,
13 approved, controlled, aided and abetted the conduct of all other Defendants.

14 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 24. Plaintiff is a California resident who worked for Defendants in the County of San
16 Joaquin, State of California during the statutory period. Plaintiff was typically scheduled to
17 work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

18 25. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
19 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
20 ~~uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest~~
21 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
22 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
23 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
24 working for Defendants was typical and illustrative.

25 26. Throughout the statutory period, Defendants maintained a policy and practice of
26 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
27 all overtime wages. Plaintiff, the Class, and the Aggrieved Employees were required to work
28 "off the clock" and uncompensated. For example, Plaintiff, the Class, and the Aggrieved

1 Employees were required to wait in line in order to clock into work and when returning from
2 meal breaks, off the clock and uncompensated. Also, Plaintiff, the Class, and the Aggrieved
3 Employees are required to donn and doff prior to clocking into work and when returning from
4 ~~meal breaks, which includes putting on PPE, face shield, boots, helmet and rain suit,~~
5 uncompensated. Also, the meal breaks of Plaintiff, the Class, and the Aggrieved Employees
6 were often interrupted, without compensation. Also during the statutory period, Defendants
7 failed to incorporate all remuneration when calculating the correct overtime rate of pay, sick
8 day rate of pay, and break premium rate of pay, leading to underpayment to Plaintiff, the
9 Class, and the Aggrieved Employees. Also, Defendants failed to include in wage statements
10 the unused and available sick pay available to Plaintiff, the Class, and the Aggrieved
11 Employees.

12 27. Throughout the statutory period, Defendants have wrongfully failed to provide
13 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
14 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved
15 Employees to work in excess of five consecutive hours a day without providing 30-minute,
16 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
17 compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were
18 not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did
19 not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take
20 ~~a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the~~
21 end of the tenth hour of work. Plaintiff, the Class, and the Aggrieved Employees were
22 sometimes required to work during their meal periods, leading to the failure to provide
23 uninterrupted meal periods. Accordingly, Defendants' policy and practice was to not provide
24 meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with
25 California law.

26 28. Throughout the statutory period, Defendants have wrongfully failed to authorize
27 and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest
28 periods. Defendants sometimes, but not always, required Plaintiff, the Class, and the

1 Aggrieved Employees to work in excess of four consecutive hours a day without Defendants
2 authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period
3 for every four hours of work (or major fraction of four hours), or without compensating
4 Plaintiff, the Class, and the Aggrieved Employees for rest periods that were not authorized or
5 permitted. Defendants also did not adequately inform Plaintiff, the Class, and the Aggrieved
6 Employees of their right to take a rest period. Moreover, Defendants did not have adequate
7 policies or practices permitting or authorizing rest periods for Plaintiff, the Class, and the
8 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
9 timing of rest periods. Defendants also did not have adequate policies or practices to verify
10 whether Plaintiff, the Class, and the Aggrieved Employees were taking their required rest
11 periods. Further, Defendants did not maintain accurate records of employee work periods, and
12 therefore Defendants cannot demonstrate that Plaintiff, the Class, and the Aggrieved
13 Employees took rest periods during the middle of each work period. Accordingly, Defendants'
14 policy and practice was to not authorize and permit Plaintiff, the Class, and the Aggrieved
15 Employees to take rest periods in compliance with California law.

16 29. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
17 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
18 their duties for Defendants without reimbursement. For example, Plaintiff, the Class, and the
19 Aggrieved Employees were sometimes required to use their personal cellular telephones for
20 work purposes.

21 30. Throughout the statutory period, Defendants willfully failed and refused to timely
22 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment
23 all wages for all minimum wages, overtime wages, meal period premium wages, and rest
24 period premium wages. Further, Defendants did not pay Plaintiff, the Class, and the
25 Aggrieved Employees their final paychecks immediately upon termination.

26 31. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
27 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
28 hourly rates, and all gross and net wages earned (including correct hours worked, correct

1 wages earned for hours worked, correct overtime hours worked, correct wages for meal
2 periods that were not provided in accordance with California law, correct wages for rest
3 periods that were not authorized and permitted to take in accordance with California law, and
4 Defendant's address). Further, the wage statements do not show Defendant's address as

5 required by California law. As a result of these violations of California Labor Code § 226(a),
6 the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other
7 things:

8 32. the violations led them to believe that they were not entitled to be paid minimum
9 wages, overtime wages, meal period premium wages, and rest period premium wages to which
10 they were entitled, even though they were entitled;

11 33. the violations led them to believe that they had been paid the minimum, overtime,
12 meal period premium, and rest period premium wages, even though they had not been;

13 34. the violations led them to believe they were not entitled to be paid minimum,
14 overtime, meal period premium, and rest period premium wages at the correct California rate
15 even though they were;

16 35. the violations led them to believe they had been paid minimum, overtime, meal
17 period premium, and rest period premium wages at the correct California rate even though
18 they had not been;

19 36. the violations hindered them from determining the amounts of minimum, overtime,
20 meal period premium, and rest period premium owed to them;

21 37. in connection with their employment before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have to perform
23 mathematical computations to determine the amounts of wages owed to them, computations
24 they would not have to make if the wage statements contained the required accurate
25 information;

26 38. by understating the wages truly due them, the violations caused them to lose
27 entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and
28 other governmental benefits;

1 39. the wage statements inaccurately understated the wages, hours, and wages rates to
2 which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the
3 Class, and the Aggrieved Employees were paid less than the wages and wage rates to which
4 they were entitled.

5 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
6 California Labor Code § 226(e), including actual damages.

7 **CLASS ACTION ALLEGATIONS**

8 40. Plaintiff brings certain claims individually, as well as on behalf of each and all
9 other persons similarly situated, and thus, seek class certification under California Code of
10 Civil Procedure § 382.

11 41. All claims alleged herein arise under California law for which Plaintiff seeks relief
12 authorized by California law.

13 42. The proposed Class consists of and is defined as:

14 All persons who worked for any Defendant in California as an employee at any
15 time during the period beginning four years before the filing of the initial
16 complaint in this action and ending when notice to the Class is sent.

17 43. At all material times, Plaintiff was a member of the Class.

18 44. Plaintiff undertakes this concerted activity to improve the wages and working
19 conditions of all Class Members.

20 45. There is a well-defined community of interest in the litigation and the Class is
21 readily ascertainable:

22 46. Numerosity: The members of the Class (and each subclass, if any) are so numerous
23 that joinder of all members would be unfeasible and impractical. The membership of the
24 entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater
25 than 100 individuals and the identity of such membership is readily ascertainable by
26 inspection of Defendants' records.

27 47. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
28 interests of each Class Member with whom there is a shared, well-defined community of

1 interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as
2 demonstrated herein.

3 48. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
4 interests of each Class Member with whom there is a shared, well-defined community of
5 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or
6 interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel,
7 are versed in the rules governing class action discovery, certification, and settlement. Plaintiff
8 has incurred, and throughout the duration of this action, will continue to incur costs and
9 attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this
10 action for the substantial benefit of each class member.

11 49. Superiority: A Class Action is superior to other available methods for the fair and
12 efficient adjudication of the controversy, including consideration of:

13 50. The interests of the members of the Class in individually controlling the
14 prosecution or defense of separate actions;

15 51. The extent and nature of any litigation concerning the controversy already
16 commenced by or against members of the Class;

17 52. The desirability or undesirability of concentrating the litigation of the claims in the
18 particular forum; and

19 53. The difficulties likely to be encountered in the management of a class action.

20 54. Public Policy Considerations: The public policy of the State of California is to
21 resolve the California Labor Code claims of many employees through a class action. Indeed,
22 current employees are often afraid to assert their rights out of fear of direct or indirect
23 retaliation. Former employees are also fearful of bringing actions because they believe their
24 former employers might damage their future endeavors through negative references and/or
25 other means. Class actions provide the class members who are not named in the complaint
26 with a type of anonymity that allows for the vindication of their rights at the same time as their
27 privacy is protected.

28 55. There are common questions of law and fact as to the Class (and each subclass, if

any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

56. Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;

57. Failed to provide meal periods and pay meal period premium wages to Class Members;

58. Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

59. Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

60. Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;

61. Failed to reimburse Class Members for all necessary business expenses; and

62. Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

63. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

64. The questions of law and fact common to the Class predominate over any question affecting only individual members;

65. A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

66. The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

67. Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

68. There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately

1 compensate the members of the Class for the injuries sustained;

2 69. Without class certification, the prosecution of separate actions by individual
3 members of the class would create a risk of:

4 ~~70. Inconsistent or varying adjudications with respect to individual members of the~~
5 Class which would establish incompatible standards of conduct for Defendants; and/or

6 71. Adjudications with respect to the individual members which would, as a practical
7 matter, be dispositive of the interests of other members not parties to the adjudications, or
8 would substantially impair or impede their ability to protect their interests, including but not
9 limited to the potential for exhausting the funds available from those parties who are, or may
10 be, responsible Defendants; and,

11 72. Defendants have acted or refused to act on grounds generally applicable to the
12 Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

13 73. Plaintiff contemplates the eventual issuance of notice to the proposed members of
14 the Class that would set forth the subject and nature of the instant action. The Defendants'
15 own business records may be utilized for assistance in the preparation and issuance of the
16 contemplated notices. To the extent that any further notices may be required, Plaintiff would
17 contemplate the use of additional techniques and forms commonly used in class actions, such
18 as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or
19 by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

20 **FIRST CAUSE OF ACTION**

21 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

22 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein
23 paragraphs 1 through 21 in this Complaint.

24 75. "Hours worked" is the time during which an employee is subject to the control of
25 an employer, and includes all the time the employee is suffered or permitted to work, whether
26 or not required to do so.

27 76. At all relevant times herein mentioned, Defendants knowingly failed to pay to
28 Plaintiff and the Class compensation for all hours they worked. By their failure to pay

1 compensation for each hour worked as alleged above, Defendants willfully violated the
2 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
3 Orders, which require such compensation to non-exempt employees.

4 ~~77. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all~~
5 non-overtime hours worked for Defendants.

6 78. By and through the conduct described above, Plaintiff and the Class have been
7 deprived of their rights to be paid wages earned by virtue of their employment with
8 Defendants.

9 79. By virtue of the Defendants' unlawful failure to pay additional compensation to
10 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the
11 Class suffered, and will continue to suffer, damages in amounts which are presently unknown
12 to Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and
13 which will be ascertained according to proof at trial.

14 80. By failing to keep adequate time records required by California Labor Code §
15 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
16 compensation due Plaintiff and the Class.

17 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
18 entitled to recover liquidated damages (double damages) for Defendants' failure to pay
19 minimum wages.

20 ~~82. California Labor Code section 204 requires employers to provide employees with~~
21 all wages due and payable twice a month. Throughout the statute of limitations period
22 applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a
23 month at rates required by law, including minimum wages. However, during all such times,
24 Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due,
25 and failed to pay those wages twice a month.

26 83. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
27 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
28 218.5, 218.6, and 1194(a).

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1 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
2 California Labor Code and/or other statutes.

3 92. California Labor Code § 204 requires employers to provide employees with all
4 ~~wages due and payable twice a month.. The Wage Orders also provide that every employer~~
5 shall pay to each employee, on the established payday for the period involved, overtime wages
6 for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and
7 the Class with all compensation due, in violation of California Labor Code § 204.

8 **THIRD CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Provide Meal Periods)**

10 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein
11 paragraphs 1 through 21 in this Complaint.

12 94. Under California law, Defendants have an affirmative obligation to relieve the
13 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
14 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
15 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
16 California Labor Code, and Section 11 of the applicable Wage Orders require that an
17 employer provide unpaid meal periods of at least 30 minutes for each five-hour period
18 worked. It is a violation of Section 226.7 of the California Labor Code for an employer to
19 require any employee to work during any meal period mandated under any Wage Order.

20 ~~95. Despite these legal requirements, Defendants regularly failed to provide Plaintiff~~
21 and the Class with both meal periods as required by California law. By their failure to permit
22 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the
23 fact that Defendants made it impossible or impracticable to take these uninterrupted meal
24 periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
25 Code and the applicable Wage Orders.

26 96. Under California law, Plaintiff and the Class are entitled to be paid one hour of
27 additional wages for each workday he or she was not provided with all required meal
28 period(s), plus interest thereon.

1 **FOURTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

3 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 21 in this Complaint.

5 98. Defendants are required by California law to authorize and permit breaks of 10
6 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more
7 than two hours). Section 512 of the California Labor Code, the applicable Wage Orders
8 require that the employer permit and authorize all employees to take paid rest periods of 10
9 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time
10 is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to
11 authorize rest breaks as so required is itself a violation of California's rest break laws. It is a
12 violation of Section 226.7 of the California Labor Code for an employer to require any
13 employee to work during any rest period mandated under any Wage Order.

14 99. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
15 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
16 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
17 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
18 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
19 of the California Labor Code and the applicable Wage Orders.

20 100. Under California law, Plaintiff and the Class are entitled to be paid one hour of
21 premium wages rate for each workday he or she was not provided with all required rest
22 break(s), plus interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

25 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein
26 paragraphs 1 through 21 in this Complaint.

27 102. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
28 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and

1 losses incurred in direct consequence of the discharge of their duties or of their obedience to
2 directions of Defendants.

3 103. As a result, Plaintiff and the Class were damaged at least in the amounts of the
4 expenses they paid, or which were deducted by Defendants from their wages.

5 104. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
6 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code
7 section 2802(b).

8 **SIXTH CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
10 **Penalties)**

11 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein
12 paragraphs 1 through 21 in this Complaint.

13 106. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
14 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
15 due and payable immediately, and that if an employee voluntarily leaves his or her
16 employment, his or her wages shall become due and payable not later than seventy-two (72)
17 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
18 or her intention to quit, in which case the employee is entitled to his or her wages at the time
19 of quitting.

20 107. Within the applicable statute of limitations, the employment of Plaintiff and many
21 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
22 employment of others will be. However, during the relevant time period, Defendants failed,
23 and continue to fail to pay terminated Class Members, without abatement, all wages required
24 to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or
25 within seventy-two (72) hours of their leaving Defendants' employ.

26 108. Defendants' failure to pay Plaintiff and those Class members who are no longer
27 employed by Defendants their wages earned and unpaid at the time of discharge, or within
28

seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

109. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

110. Plaintiff and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

111. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

112. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

113. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by

1 the employee.

2 114. Defendants have intentionally and willfully failed to provide employees with
3 complete and accurate wage statements. The deficiencies include, among other things, the
4 ~~failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list~~
5 the true "total hours worked by the employee," and the failure to list the true net wages earned.

6 115. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
7 and the Class have suffered injury and damage to their statutorily-protected rights.

8 116. Specifically, Plaintiff and the members of the Class have been injured by
9 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
10 both their legal right to receive, and their protected interest in receiving, accurate, itemized
11 wage statements under California Labor Code § 226(a).

12 117. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
13 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured
14 as a result of having to bring this action to attempt to obtain correct wage information
15 following Defendants' refusal to comply with many of the mandates of California's Labor
16 Code and related laws and regulations.

17 118. Plaintiff and the Class are entitled to recover from Defendants their actual
18 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

19 119. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
20 ~~attorney's fees and costs to ensure compliance with this section, pursuant to California Labor~~
21 Code § 226(h).

22 **EIGHTH CAUSE OF ACTION**

23 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
24 **et seq.)**

25 120. Plaintiff incorporates by reference and re-alleges as if fully stated herein
26 paragraphs 1 through 21 in this Complaint.

27 121. Defendants, and each of them, are "persons" as defined under California Business
28 & Professions Code § 17201.

1 122. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
3 seeks to enforce important rights affecting the public interest within the meaning of Code of
4 Civil Procedure § 1021.5.

5 123. Defendants' activities, as alleged herein, are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code §§ 17200, *et seq.*

8 124. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
9 predicated on the violation of any state or federal law. All of the acts described herein as
10 violations of, among other things, the California Labor Code, are unlawful and in violation of
11 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
12 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
13 California Business & Professions Code §§ 17200, *et seq.*

14 **Failure to Pay Minimum Wages**

15 125. Defendants' failure to pay minimum wages, and other benefits in violation of the
16 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
17 Business & Professions Code §§ 17200, *et seq.*

18 **Failure to Pay Overtime Wages**

19 126. Defendants' failure to pay overtime compensation and other benefits in violation
20 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
21 prohibited by California Business & Professions Code §§ 17200, *et seq.*

22 **Failure to Maintain Accurate Records of All Hours Worked**

23 127. Defendants' failure to maintain accurate records of all hours worked in accordance
24 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
25 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

26 **Failure to Provide Meal Periods**

27 128. Defendants' failure to provide meal periods in accordance with California Labor
28 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful

1 and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

2 **Failure to Authorize and Permit Rest Periods**

3 129. Defendants' failure to authorize and permit rest periods in accordance with
4 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes
5 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

6 **Failure to Indemnify Necessary Business Expenses**

7 130. Defendants' failure to indemnify employees for necessary business expenses in
8 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
9 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
10 17200, *et seq.*

11 **Failure to Provide Accurate Itemized Wage Statements**

12 131. Defendants' failure to provide accurate itemized wage statements in accordance
13 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
14 prohibited by California Business & Professions Code §§ 17200, *et seq.*

15 132. By and through their unfair, unlawful and/or fraudulent business practices
16 described herein, the Defendants, have obtained valuable property, money and services from
17 Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons
18 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

19 133. Plaintiff and the Class Members suffered monetary injury as a direct result of
20 Defendants' wrongful conduct.

21 134. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
22 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
23 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived,
24 by means of the above-described unfair, unlawful and/or fraudulent business practices.
25 Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful
26 practices of Defendants in order to recover restitution.

27 135. Plaintiff, individually, and on behalf of members of the putative class, are further
28 entitled to and do seek a declaration that the above described business practices are unfair,

1 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
2 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
3 practices in the future.

4 136. Plaintiff, individually, and on behalf of members of the putative class, have no
5 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
6 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
7 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
8 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
9 will continue to suffer irreparable harm unless the Defendants, and each of them, are
10 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business
11 practices.

12 137. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
13 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
14 withholdings.

15 138. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
16 and putative Class Members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this complaint; a
18 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
19 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
20 1021.5 and other applicable laws; and an award of costs.

21 NINTH CAUSE OF ACTION

22 (Against All Defendants for Civil Penalties Under the Private Attorneys General Act of
23 2004, Cal. Lab. Code §§ 2699, *et seq.*)

24 139. Plaintiff incorporates by reference and re-alleges as if fully stated herein
25 paragraphs 1 through 21 in this Complaint.

26 140. At all times herein mentioned, Defendants were subject to the Labor Code of the
27 State of California and the applicable Industrial Welfare Commission Orders.

28 141. California Labor Code § 2699(a) specifically provides for a private right of action

1 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
2 law, any provision of this code that provides for a civil penalty to be assessed and collected by
3 the Labor and Workforce Development Agency or any of its departments, divisions,
4 ~~commissions, boards, agencies, or employees, for a violation of this code, may, as an~~
5 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
6 himself or herself and other current or former employees pursuant to the procedures specified
7 in Section 2699.3."

8 142. Plaintiff has exhausted Plaintiff's administrative remedies pursuant to California
9 Labor Code § 2699.3. On August 23, 2025, Plaintiff gave written notice by online filing to the
10 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
11 provisions of the Labor Code that Defendants have violated against Plaintiff and certain
12 current and former aggrieved employees, including the facts and theories to support the
13 violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-
14 1120705-25.

15 143. More than sixty-five days have elapsed since Plaintiff provided notice, but the
16 Labor and Workforce Development Agency has not indicated that it intends to investigate
17 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may
18 commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3,
19 for the violations of the Labor Code described in this Complaint. These penalties include, but
20 ~~are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).~~

21 144. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
22 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
23 employing labor who willfully fails to maintain accurate and complete records required by
24 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the
25 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
26 employee begins and ends each work period. Meal periods, and total hours worked daily shall
27 also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
28 employer shall keep total hours worked in the payroll period and applicable rates of pay.

1 145. During the time period of employment for Plaintiff and the Aggrieved Employees,
2 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing
3 to maintain accurate records showing meal periods. Defendants' failure to provide and
4 ~~maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the~~
5 Aggrieved Employees of the ability to know, understand and question the accuracy and
6 frequency of meal periods. Therefore, Plaintiff and the Aggrieved Employees had no way to
7 dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
8 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have
9 suffered and continue to suffer, substantial losses related to the use and enjoyment of such
10 wages, lost interest on such wages and expenses and attorney's fees in seeking to compel
11 Defendants to fully perform its obligation under state law, all to their respective damage in
12 amounts according to proof at trial. Because of Defendants' knowing failure to comply with
13 the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees
14 have also suffered an injury in that they were prevented from knowing, understanding, and
15 disputing the wage payments paid to them.

16 146. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
17 of civil penalties on behalf of himself the State of California, and similarly Aggrieved Employees
18 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
19 according to proof at trial. These penalties are in addition to all other remedies permitted by law.
20 In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to
21 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
22 shall be entitled to an award of reasonable attorney's fees and costs."
23

24 **PRAYER FOR RELIEF**

25 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
26 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
27 follows:

28 **Class Certification**

1 147. That this action be certified as a class action with respect to the First, Second,
2 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

3 148. That Plaintiff be appointed as the representative of the Class; and

4 149. That counsel for Plaintiff be appointed as Class Counsel.

5 As to the First Cause of Action

6 150. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
8 minimum wages due;

9 151. For general unpaid wages as may be appropriate;

10 152. For pre-judgment interest on any unpaid compensation commencing from the date
11 such amounts were due;

12 153. For liquidated damages;

13 154. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
14 California Labor Code § 1194(a); and,

15 155. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Second Cause of Action

17 156. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
19 overtime wages due;

20 157. For general unpaid wages at overtime wage rates as may be appropriate;

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

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

25 160. For such other and further relief as the Court may deem equitable and appropriate.

26 As to the Third Cause of Action

27 161. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

1 162. For unpaid meal period premium wages as may be appropriate;

2 163. For pre-judgment interest on any unpaid compensation commencing from the date
3 such amounts were due;

4 164. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
5 and for costs of suit incurred herein; and

6 165. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Fourth Cause of Action

8 166. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

10 167. For unpaid rest period premium wages as may be appropriate;

11 168. For pre-judgment interest on any unpaid compensation commencing from the date
12 such amounts were due;

13 169. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
14 and for costs of suit incurred herein; and

15 170. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Fifth Cause of Action

17 171. That the Court declare, adjudge and decree that Defendants violated Labor Code §
18 2802 and the IWC Wage Orders;

19 172. For general unpaid wages and reimbursement of business expenses as may be
20 appropriate;

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

23 174. For reasonable attorneys' fees and for costs of suit incurred herein; and

24 175. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Sixth Cause of Action

26 176. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
28 of termination of the employment;

1 177. For statutory wage penalties pursuant to California Labor Code § 203 for former
2 employees who have left Defendants' employ;

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

5 179. For reasonable attorneys' fees and for costs of suit incurred herein; and

6 180. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Seventh Cause of Action

8 181. That the Court declare, adjudge and decree that Defendants violated the record
9 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
10 willfully failed to provide accurate itemized wage statements thereto;

11 182. For penalties and actual damages pursuant to California Labor Code § 226(e);

12 183. For injunctive relief to ensure compliance with this section, pursuant to California
13 Labor Code § 226(h);

14 184. For reasonable attorneys' fees and for costs of suit incurred herein; and

15 185. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Eighth Cause of Action

17 186. That the Court declare, adjudge and decree that Defendants violated California
18 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
19 (including minimum and overtime wages), failing to provide meal periods, failing to maintain
20 accurate records of meal periods, failing to authorize and permit rest periods, and failing to
21 maintain accurate records of all hours worked and meal periods, failing to furnish accurate
22 wage statements, and failing to indemnify necessary business expenses;

23 187. For restitution of unpaid wages to Plaintiff and all Class Members and
24 prejudgment interest from the day such amounts were due and payable;

25 188. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et*
28 *seq.*;

1 189. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure § 1021.5;

3 190. For injunctive relief to ensure compliance with this section, pursuant to California
4 Business & Professions Code §§ 17200, *et seq.*; and,

5 191. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Ninth Cause of Action

7 192. That the Court declare, adjudge and decree that Defendants violated the
8 California Labor Code by failing to pay all wages owed, including overtime, failing to
9 provide meal periods, failing to maintain accurate records of meal periods, failing to
10 authorize and permit rest breaks, failing to indemnify necessary business expenses, failing
11 to pay final wages at termination, and failing to furnish accurate itemized wage
12 statements;

13 193. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*,
14 and all other applicable Labor Code provisions;

15 194. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Labor Code § 2699; and

17 195. For such other and further relief as the Court may deem equitable and
18 appropriate.

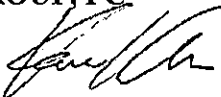
19 As to all Causes of Action

20 196. For any additional relief that the Court deems just and proper.

21
22 Dated: October 27, 2025

Respectfully submitted,

23 MOON LAW GROUP, PC

24
25 By: 

26 Kane Moon
27 Allen Feghali
28 Hyunjin Kim
Attorneys for Plaintiff

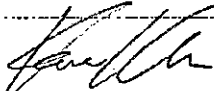
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 27, 2025

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Hyunjin Kim
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On January 2, 2026, I served the foregoing document described as:

8 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

9 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
10 addressed as follows:

11 John H. Adams, Bar No. 253341
12 jhadams@littler.com
13 **LITTLER MENDELSON, P.C.**
14 500 Capitol Mall, Suite 2000
15 Sacramento, California 95814
16 Telephone: 916.830. 7200
17 Facsimile: 916.561.0828

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Facsimile: 213.629.7401

Attorneys for Defendant Express
Services Inc.

18 [☒] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
19 California, by e-mail delivery on the parties listed herein at their most recent known e-
20 mail address or e-mail of record in this action.

21 X (State) I declare under penalty of perjury under the laws of the State of California
22 that the above is true and correct.

23 Executed on January 2, 2026, at Los Angeles, California.

24 Irvin Rios

25 Name

26 

27 Signature

