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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

SONIA CHAVEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

SAPUTO CHEESE USA, INC.; and DOES 1 through 10, inclusive,

Defendants

Case No.: CV-25-011575

SECOND AMENDED CLASS AND PAGA REPRESENTATIVE ACTION 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, 516];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 2802, 2804];
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];
8. Failure to Pay Accrued Vacation Wages at Termination (Lab. Code § 227.3);
9. Failure to Provide and Properly Pay Sick Leave and Sick Pay [Lab. Code §§ 233, 246, 248, 248.5]
10. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
11. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

Action Filed: November 24, 2025
FAC Filed: April 16, 2026
Trial date: Not set

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DEMAND FOR JURY TRIAL 33

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

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this Action against Defendants Saputo Cheese USA, Inc., and Does 1 through 10 (collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, failure to pay accrued vacation wages at termination, failure to provide and properly pay sick leave and sick pay; and failure to furnish accurate wage statements, including accurate sick leave information.

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

3. Plaintiff brings the Eleventh Cause of Action individually and as a representative for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*. ("PAGA"), stemming from Defendants' failure to pay minimum, straight time, and overtime wages, including at the correct rate, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay wages during employment, failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses, failure to furnish accurate wage statements, failure to provide and properly pay sick leave and sick pay at the correct rate of pay, failure to include the amount of available and unused sick pay in the wage statements, and failure to pay all accrued vacation wages at termination.

4. For over 50 years, California's courts and legislature have recognized that this State's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum/overtime wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations. In extending extra protection to deter violations of these underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or other damages other than civil penalties—California has enacted the PAGA to permit an individual to bring an action on behalf of herself and on behalf of others for PAGA penalties only, which is the precise and sole nature of this Action.

5. Plaintiff brings the Eleventh Cause of Action individually, and on behalf of the State of California, and certain current and former employees of Defendants who are or were harmed by Defendants' illegal practices (hereinafter collectively referred to as the "Aggrieved Employees"). The Aggrieved Employees consists of Plaintiff and all other persons who have been employed by any Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

6. Plaintiff brings the Eleventh Cause of Action against Defendants seeking only to recover penalties for herself, on behalf of all the Aggrieved Employees, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and injunctive relief for herself and all the Aggrieved Employees as permitted by the PAGA.

7. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Stanislaus County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are

subject to the California Labor Code and Wage Orders issued by the Industrial Welfare Commission ("IWC").

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

(a) Failing to pay employees for all hours worked, including all minimum and overtime wages, in compliance with the California Labor Code and IWC Wage Orders;

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

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

(d) Failing to indemnify employees for all necessary business expenses incurred;

(e) Willfully failing to pay employees all minimum wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates;

(f) Failing to maintain accurate records of the hours that employees worked;

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;

(h) Failing to timely pay all wages earned, including minimum wages, overtime, meal and rest premiums, sick pay and other wages, in compliance with Labor Code § § 204, 204b;

(i) Failing to pay all vested and accrued vacation wages at termination at the correct final rate of pay; and

(j) Failing to provide required paid sick leave and failing to pay sick time at the correct rate, including by failing to include available and unused sick pay in wage statements.

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

10. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

11. Plaintiff is a California resident who worked for Defendants in the County of Stanislaus, State of California from approximately May 2021 to July 2025.

12. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

13. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

(a) Business entities with their principal places of business in Stanislaus, California.

(b) Business entities conducting business in numerous counties throughout the State of California, including in Stanislaus County; and

(c) The former employers of Plaintiff and the Aggrieved Employees. Defendants suffered and permitted Plaintiff and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiff and the Aggrieved Employees.

14. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

15. At all times mentioned herein, Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of Plaintiff and the Aggrieved Employees in the State of California.

16. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest, and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided, and abetted the conduct of all other Defendants.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiff is a California resident who worked for Defendants in the County of Stanislaus, State of California during the statutory period. During the statutory time period, Defendants classified Plaintiff as a non-exempt employee. Plaintiff was typically scheduled to work at least 5 days in a workweek, and typically in excess of 8 hours in a single workday.

18. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including, but not limited to, minimum and overtime wages), failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to indemnify Plaintiff for all necessary business expenses, failed to pay all accrued vacation wages at termination, failed to provide and/or correctly pay sick leave and sick pay, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish accurate wage statements to Plaintiff, including accurate available and unused sick pay information. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

19. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were sometimes interrupted during meal breaks without compensation. Also, throughout the statutory period, Plaintiff and the Aggrieved Employees received nondiscretionary bonuses and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment. Also, Defendants failed to include the amount of available and unused sick pay in the wage statements.

20. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of

five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

21. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

22. Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, such as the occasional use of personal cellular telephones for work purposes.

23. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for all minimum wages, overtime wages, meal period premium wages, rest period premium wages, and accrued vacation wages at the correct rate of pay. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final paychecks immediately upon termination.

24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours worked, correct overtime hours worked, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law, Defendant's name and address, and correct sick pay wages and rates and the amount of available unused sick leave. Further, the wage statements do not show Defendant's address as required by California law. As a result of these violations of California Labor Code § 226(a), Plaintiff and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, meal period premium wages, rest period premium wages, sick pay, and business reimbursements to which they were entitled, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, overtime, meal period premium, rest period premium wages, and sick pay even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, overtime, meal period premium, rest period premium wages, and sick pay at the correct California rate, even though they were;

(d) the violations led them to believe they had been paid minimum, overtime, meal period premium, rest period premium wages, and sick pay at the correct California rate, even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, overtime, meal period premium, rest period premium wages, sick pay, and business reimbursements owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and the Aggrieved Employees were entitled, and Plaintiff and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

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

25. Throughout the statutory period, Defendants systematically failed and refused to timely pay Plaintiff and the Class all wages earned and due, including wages for all hours worked and meal-period and rest-period premium wages, in violation of California Labor Code §§ 204, 204b.

26. Defendants failed to maintain accurate and complete payroll and time records for Plaintiff and the Class, including records of when employees began and ended work periods, meal periods taken or missed, total hours worked, and applicable rates of pay.

27. Defendants maintained a policy and practice of failing to pay Plaintiff and the Class all unused vested vacation wages at termination at the correct final rate of pay. When Plaintiff's employment terminated, she was owed vacation wages at her true final wage rate even though Defendants failed to pay the correct amount.

28. Defendants failed to provide required paid sick leave and/or failed to pay sick time at the correct rate, including by failing to include all remuneration in the sick-day rate and by failing to state the amount of available and unused sick pay in wage statements.

CLASS ACTION ALLEGATIONS

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

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

31. The proposed Class consists of and is defined as:

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

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

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

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

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

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

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

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

4) The difficulties likely to be encountered in the management of a class action.

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

rights at the same time as their privacy is protected.

35. 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:

(a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;

(f) Failed to pay all wages earned to Class Members twice per month, including wages for all hours worked and meal and rest premiums;

(g) Failed to pay accrued, vested vacation wages at termination at the correct final rate of pay;

(h) Failed to provide required paid sick leave, pay sick time at the correct rate, and include the amount of available and unused sick pay in wage statements;

(i) Failed to reimburse Class Members for all necessary business expenses; and

(j) Violated California Business & Professions Code §§ 17200, *et. seq*., as a result of all of the illegal conduct described above.

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

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) 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;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) 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;

(e) 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 compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or

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

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

37. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices.

To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

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

38. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

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

40. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194 and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

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

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

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

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

45. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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

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

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

48. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

49. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

50. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

51. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

52. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

53. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

54. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

55. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

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

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

57. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

58. Under California law, Defendants have an affirmative obligation to relieve Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Sections 226.7 and 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a

violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

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

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

FOURTH CAUSE OF ACTION

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

61. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

62. Defendants are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Sections 226.7 and 516 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

63. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted

rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

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

FIFTH CAUSE OF ACTION

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

65. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

66. Defendants violated Labor Code §§ 2802 and 2804 and the IWC Wage Orders, by failing to pay and indemnify Plaintiff and the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

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

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

SIXTH CAUSE OF ACTION

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

69. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

70. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, 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 previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

72. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

73. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with Labor Code §§ 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.

74. 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.

75. 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)

76. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

77. 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 the employee.

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

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

80. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 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 § 226(a).

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

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

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

EIGHTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Accrued Vacation Wages at Termination)

84. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

85. California Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at the employee's final rate of pay upon termination of employment. Accrued vacation wages are earned wages and may not be forfeited.

86. During the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Class the correct amount of accrued and unused vacation pay at termination and of failing to pay that vacation pay at the true final rate of pay. When Plaintiff's employment terminated, she was owed vacation wages at her true final wage rate even though Defendants failed to pay the correct amount.

87. By failing to pay accrued vacation wages at the proper rate at termination, Defendants violated California Labor Code § 227.3 and deprived Plaintiff and the Class of earned wages and the use of those wages.

88. Plaintiff and the Class are entitled to recover unpaid accrued vacation wages at the correct final rate, applicable penalties and damages, interest, attorneys' fees, costs, and other relief available under California Labor Code §§ 227.3 and 558 and applicable law.

NINTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Properly Pay Sick Leave and Sick Pay)

89. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

90. California Labor Code §§ 233, 246, and 248 require employers to provide and allow use of paid sick leave and to pay sick leave in accordance with California law, including at the correct rate of pay. Section 248.5 provides remedies for violations, and Labor Code § 246(i) requires wage statements to state the amount of paid sick leave or paid time off available to the employee.

91. Defendants failed to provide required paid sick leave and/or failed to pay sick time at the correct rate, including by failing to incorporate nondiscretionary bonuses and other remuneration into the sick-day rate of pay. Defendants also failed to include the amount of available and unused sick pay in wage statements.

92. As a result, Plaintiff and the Class were denied sick leave and sick pay at the correct rate and suffered injury from inaccurate wage statements, including the inability to determine the amount of sick pay and available leave owed to them.

93. Plaintiff and the Class are entitled to recover unpaid sick pay at the correct rate, applicable statutory penalties and damages, interest, attorneys' fees, costs, injunctive relief, and other relief available under California Labor Code §§ 233, 246, 248, and 248.5, and other applicable law.

TENTH CAUSE OF ACTION

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

94. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

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

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

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

98. A violation of California Business & Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy;

and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum Wages

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

Failure to Pay Overtime Wages

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

Failure to Maintain Accurate Records of All Hours Worked

101. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code §§ 1174 and 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

102. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

103. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code §§ 226.7 and 516 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code §§ 17200, *et seq*.

Failure to Indemnify Necessary Business Expenses

104. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code §§ 2802 and 2804 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and

Professions Code §§ 17200, *et seq*.

Failure to Provide Accurate Itemized Wage Statements

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

Failure to Pay All Earned Wages Twice Per Month

106. Defendants' failure to pay all wages earned to Plaintiff and the Class twice per month in violation of California Labor Code §§ 204 and 210, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Accrued Vacation Wages at Termination

107. Defendants' failure to pay accrued and unused vacation wages at termination at the correct final rate in violation of California Labor Code § 227.3, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide and Properly Pay Sick Leave and Sick Pay

108. Defendants' failure to provide and properly pay sick leave and sick pay at the correct rate and to include available and unused sick pay in wage statements, in violation of California Labor Code §§ 233, 246, 248, and 248.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

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

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

111. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by

means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

112. Plaintiff, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

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

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

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

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ELEVENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*)

116. Plaintiff incorporates by reference and re-alleges all preceding paragraphs of this Complaint as though fully set forth herein.

117. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Orders of the IWC.

118. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency [("LWDA")] or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3."

119. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On September 20, 2025, she gave written notice by online filing to the LWDA and by certified mail to Defendant Saputo Cheese USA, Inc. of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and the Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1126639-25.

120. The statute of limitations is tolled while a plaintiff exhausts his/her administrative remedies with the LWDA prior to suit, which is required by the statute. (*See* Cal. Lab. Code § 2699.3(a)(2)(A).)

121. More than 65 days has elapsed since Plaintiff provided notice, but the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code § 2699, pursuant to California Labor Code § 2699.3, for the violations of the California

Labor Code described in Plaintiff's notice and in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(f)(2).

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

123. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records as required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of meal periods and the accuracy of their hours worked as stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, expenses, and attorneys' fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

124. Plaintiff seeks civil penalties on behalf of herself, the State of California, and the Aggrieved Employees for each Labor Code violation described in her LWDA notice and this Complaint. Those PAGA claims include: (i) failure to timely pay all wages under California Labor Code §§ 201, 202, 203, 204, 204b, 210, and 558; (ii) failure to pay regular, minimum, and overtime wages, including at the correct rates, under California Labor Code §§ 204, 204b, 210, 218, 218.5, 222, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and 1198; (iii) meal- and rest-period violations under California Labor Code §§ 210, 226.7, 512, 516, and 558; (iv) failure to provide and properly pay sick leave and sick time under California Labor Code §§ 233, 246, 248, and 248.5; (v) failure to pay vested vacation time at termination under California Labor Code §§ 227.3 and 558; (vi) failure to reimburse necessary business expenses under California Labor Code §§ 2802 and 2804; (vii) failure to furnish accurate wage statements under California Labor Code §§ 226, 226.3, and 558; and (viii) failure to maintain accurate records under California Labor Code §§ 1174(d) and 1174.5, all as alleged herein. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees of Defendants, including penalties under California Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2), as applicable. The exact amount of the applicable penalties is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

125. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

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

Class Certification

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

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

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194, 1197, 1198 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7, 512, and 516 and the IWC Wage Orders;

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

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

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

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

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated Labor Code §§ 2802 and 2804 and the IWC Wage Orders;

26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 227.3 by failing to pay accrued and unused vested vacation wages at termination at the correct final rate;

41. For unpaid accrued and unused vacation wages at the correct final rate and applicable penalties;

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

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

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

As to the Ninth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 233, 246, 248, and 248.5 by failing to provide and properly pay sick leave and sick

pay and by failing to state available and unused sick pay in wage statements;

46. For unpaid sick pay at the correct rate and applicable statutory penalties and damages, including relief under California Labor Code § 248.5;

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

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

As to the Tenth Cause of Action

49. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq*., by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, failing to pay accrued vacation wages at termination, failing to provide and properly pay sick leave and sick pay, and failing to indemnify necessary business expenses;

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

51. 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 violations of California Business & Professions Code §§ 17200, *et seq*.;

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

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

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

As to the Eleventh Cause of Action

55. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including, but not limited to, minimum and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, failing to pay accrued vacation wages at termination;

failing to timely pay all wages owed at termination, failing to pay all earned wages twice per month, failing to provide and properly pay sick leave and sick pay, failing to reimburse all business expenses, and failing to maintain accurate records of all hours worked and meal periods;

56. An award of civil penalties on behalf of herself, all similarly Aggrieved Employees, and the State of California pursuant to PAGA;

57. Pre-judgment and post-judgment interest at the maximum rate allowed;

58. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(k)(1);

59. Injunctive and declaratory relief to the extent allowed by PAGA;

60. That counsel for Plaintiff be appointed as PAGA Counsel; and

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

As to All Causes of Action

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

Dated: August 28, 2026

Respectfully submitted,

MOON LAW GROUP, PC

By: _____

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: August 28, 2026

MOON LAW GROUP, PC

By: _____

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

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

SECOND AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT

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

JONES DAY
Koree B. Wooley, Bar No. 294489
kbwooley@jonesday.com
Cindi L. Ritchey, Bar No. 216899
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Attorneys for Defendant
SAPUTO CHEESE USA, INC.

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

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

Executed on **October 7, 2026**, at Los Angeles, California.

Steven Delgado
Name

/s/ Steven Delgado
Signature