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Situated Employees
8

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

11
12 JAVIER GUIZAR, MARIO ALMARAZ,
RAYMUNDO GUIZAR, and ROLANDO
13 HURTADO, on behalf of themselves, and
those similarly situated,

14 Plaintiffs,

15 vs.

16 CITY AUTOMATIC RECYCLING, INC., and
17 DOES 1 through 50, inclusive,

18 Defendants.
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ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

10/13/2025 at 03:18:15 PM

By: Andrel Gospel,
Deputy Clerk

Case No. 25CV148561

CLASS ACTION COMPLAINT FOR:

1. Failure to Provide Rest Periods or Pay Additional Wages in Lieu Thereof;
2. Failure to Provide Meal Periods or Pay Additional Wages in Lieu Thereof;
3. Waiting Time Penalties;
4. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and
5. Violation of the Unfair Competition Law, California Business & Professions Code §§ 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. Plaintiffs Javier Guizar, Mario Almaraz, Raymundo Guizar, and Rolando
3 Hurtado("Plaintiffs") bring this action against Defendant City Automatic Recycling, Inc. and
4 Does 1-50 ("Defendants") individually and on behalf of all other similarly situated individuals
5 employed under common circumstances and facts. The allegations made in this Complaint are
6 based on Plaintiffs' knowledge, except those allegations made on information and belief, which
7 are based on the investigation of their counsel.

8 2. Plaintiffs bring this class action on behalf of a class of workers currently or
9 formerly employed by Defendants in California. Plaintiffs seek to vindicate the rights afforded to
10 workers under California law, including the California Labor Code and Wage Orders, and
11 California's Unfair Competition Law ("UCL").

12 3. This action arises out of Defendants' failure to provide rest periods or pay
13 premium wages in lieu thereof and failing to provide meal periods or pay premium wages in lieu
14 thereof. As a result, Defendants failed to pay non-exempt employees, including Plaintiffs and the
15 Class, all wages owed to them upon discharge (including seasonal layoffs) or resignation and
16 failed to provide accurate, itemized wage statements in conformance with California law.

17 4. Defendants employed Plaintiffs and the Class directly.

18 5. Plaintiffs are informed and believe and thereon allege that each Defendant is
19 responsible in some manner for the occurrences herein alleged, and that the damages herein
20 alleged were actually and proximately caused by each Defendant's conduct.

21 6. Plaintiffs were employed by Defendants as non-exempt employees in Alameda
22 County.

23 7. The core violations Plaintiffs allege against Defendants for themselves and the
24 Class are: (1) failure to provide rest periods or provide premium wages in lieu thereof; (2) failure
25 to provide meal periods or provide premium wages in lieu thereof; (3) failure to pay all wages
26 owed upon separation; (4) failure to provide accurate, itemized wage statements; and (5)
27 violation of the UCL.

8. Defendants have refused to pay all wages due and owed to Plaintiffs and Class Members under the express provisions of the California Labor Code, which, in turn, resulted in additional Labor Code violations entitling Plaintiffs and the Class to prompt payment of wages and penalties.

9. Plaintiffs, for themselves and the Class, also seek injunctive relief requiring Defendants to comply with all applicable California labor laws and regulations in the future and preventing Defendants from engaging in and continuing to engage in unlawful and unfair business practices. Plaintiffs also seek declaratory relief enumerating Defendants' violations so Defendants and the public have clarity and guidance with regards to Defendants' future employment practices.

PARTIES

10. Plaintiff Javier Guizar is a resident of San Joaquin County, California. At all relevant times herein, he has been employed directly or jointly by Defendants, as an employee in California, and has been employed by Defendants as a non-exempt employee. Plaintiff Javier Guizar was hired by Defendants to work in California. During the relevant time period, Plaintiff Javier Guizar worked for Defendants in California, performing services covered by an applicable Wage Order during the Class Period. Plaintiff Javier Guizar suffered injury in fact and loss of property because of Defendants' conduct described in this Complaint.

11. Plaintiff Mario Almaraz is a resident of San Joaquin County, California. At all relevant times herein, he has been employed directly or jointly by Defendants, as an employee in California, and has been employed by Defendants as a non-exempt employee. Plaintiff Mario Almaraz was hired by Defendants to work in California. During the relevant time period, Plaintiff Mario Almaraz worked for Defendants in California, performing services covered by an applicable Wage Order during the Class Period. Plaintiff Mario Almaraz suffered injury in fact and loss of property because of Defendants' conduct described in this Complaint.

1 12. Plaintiff Raymundo Guizar is a resident of San Joaquin County, California. At all
2 relevant times herein, he has been employed directly or jointly by Defendants, as an employee in
3 California, and has been employed by Defendants as a non-exempt employee. Plaintiff
4 Raymundo Guizar was hired by Defendants to work in California. During the relevant time
5 period, Plaintiff Raymundo Guizar worked for Defendants in California, performing services
6 covered by an applicable Wage Order during the Class Period. Plaintiff Raymundo Guizar
7 suffered injury in fact and loss of property because of Defendants' conduct described in this
8 Complaint.

9 13. Plaintiff Rolando Hurtado is a resident of San Joaquin County, California. At all
10 relevant times herein, he has been employed directly or jointly by Defendants, as an employee in
11 California, and has been employed by Defendants as a non-exempt employee. Plaintiff Rolando
12 Hurtado was hired by Defendants to work in California. During the relevant time period, Plaintiff
13 Rolando Hurtado worked for Defendants in California, performing services covered by an
14 applicable Wage Order during the Class Period. Plaintiff Rolando Hurtado suffered injury in fact
15 and loss of property because of Defendants' conduct described in this Complaint.

16 14. Plaintiffs and the employees whom Plaintiffs seek to represent were regularly
17 subjected to, or had personal knowledge of, the violations described in this Complaint.

18 15. The following allegations as to Defendants are made on information and belief,
19 and are likely to have evidentiary support after a reasonable opportunity for further investigation
20 or discovery.

21 16. At all times relevant, Defendant City Automatic Recycling, Inc. was a California
22 corporation with a principal place of business in Alameda County. On information and belief,
23 Defendant City Automatic Recycling, Inc. has hundreds of employees. At the core of Defendant
24 City Automatic Recycling, Inc.'s violations are: systematic failure to keep accurate time and
25 payroll records; refusing to provide proper meal or rest periods or to provide premium wages in
26 lieu thereof; failing to provide accurate wage statements; and failing to pay all wages owed upon
27 separation from employment.

1 17. The acts and failures to act alleged herein were duly performed by and
2 attributable to all Defendants, each acting as a successor, agent, alter ego, employee, indirect
3 employer, joint employer, and/or integrated enterprise, at the direction and control of the others,
4 except as specifically alleged otherwise. Said acts and failures to act were within the scope of
5 such agency and/or employment, and each Defendant participated in, approved of, and/or ratified
6 the unlawful acts and omissions by the other Defendant complained of herein.

7
8 **JURISDICTION AND VENUE**

9 18. This case is subject to the jurisdiction of this court pursuant to the California
10 Labor Code, California Business and Professions Code, and California Code of Civil Procedure.
11 Defendants are entities, partnerships, businesses, and persons who reside in and/or conduct
12 business in the State of California and in this county.

13 19. Venue is proper in this judicial district because Defendants conduct business in
14 Alameda County, California. In addition, venue in Alameda County is proper because many of
15 Defendants' alleged violations arose in Alameda County.

16
17 **FACTUAL ALLEGATIONS**

18 20. This is a Class Action pursuant to Section 382 of the California Code of Civil
19 Procedure to vindicate the rights afforded the Class by California Labor Code §§ 201, 202, 203,
20 204, 210, 214, 216, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 512, 1174, and California
21 Business & Professions Code §§ 17200 *et seq.* and is brought on behalf of Plaintiffs and a Class
22 comprised of all current and former non-exempt employees of Defendants. The claims of this
23 lawsuit spring from a pattern of Defendants' misconduct and wrongdoing that is a characteristic
24 of the labor system Defendants utilize, where unpaid and improperly paid labor, as alleged
25 herein, is a common business practice, and where the employer externalizes the cost of business
26 expenditures upon Defendants' employees. Defendants' actions in this case demonstrate a

1 systematic disregard for the rights afforded to Plaintiffs and the Class under California wage and
2 hour law. The following paragraphs detail specific violations of law giving rise to this action.

3 21. For at least four years prior to the filing of this action and through to the present
4 (liability period for the UCL cause of action), Defendants have maintained and enforced against
5 Plaintiffs and the Class the following unlawful practices and policies in violation of California
6 wage and hour laws, including but not limited to:

- 7 a. Requiring Class Members, including Plaintiffs, to work at least
8 five (5) hours without a timely, thirty-minute, uninterrupted meal
9 period, and failing to pay such employees one (1) hour of
10 additional wages at the employees' regular rate of compensation
11 for each workday that the meal period was not provided, in
12 violation of California law and policy;
- 13 b. Failing to provide rest periods of at least ten consecutive minutes
14 for each four hours worked;
- 15 c. Failing to provide Class Members, including Plaintiffs, with
16 accurate itemized wage statements in violation of California law
17 and public policy;
- 18 d. Failing to pay to Class Members, including Plaintiffs, all wages
19 owed, as detailed above upon separation from employment –
20 whether voluntary or not – in violation of California law and
21 policy;
- 22 e. Failing to create or maintain accurate time-keeping records for
23 Class Members, including Plaintiffs, resulting in failure to
24 accurately pay wages owed and provide accurate itemized wage
25 statements, in violation of California law and public policy; and
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1 f. Engaging in unfair competition in violation of the UCL, Bus. &
2 Prof. §§ 17200 *et seq.*, as a result of failing to pay wages owed
3 and generate and maintain accurate records as described above.

4 22. Under the timekeeping and record-keeping policies, Defendants willfully
5 provided inaccurate itemized wage statements that do not reflect all “hours worked” and wages
6 earned. Defendants also failed to provide premium wages in lieu of providing compliant meal
7 and rest periods. As such, Defendants failed to maintain accurate time-keeping records and wage
8 statements.

9 23. Under their meal period policies, Defendants failed to provide employees: (a) at
10 least one (1) meal period prior to the fifth hour and/or two (2) meal periods for shifts greater than
11 ten hours, (b) net thirty-minute meal periods, and/or (c) timely meal periods. Further,
12 Defendants’ policy is to not pay the premium wages owed to workers for missed, incomplete,
13 and/or untimely meal periods.

14 24. Under their rest period policy, Defendants failed to provide ten minutes of
15 uninterrupted rest and recovery time for each four hours worked.

16 25. Defendants’ failure to authorize and permit requisite meal and rest periods, failure
17 to pay premium meal and rest period wages, and failure to pay wages at termination in addition
18 to the other violations alleged above, during all relevant times herein was intentional, willful, and
19 deliberate.

20 26. On information and belief, Defendants were on notice of the improprieties alleged
21 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair
22 business practices.

23 27. Defendants have made it difficult to account with precision for the unlawfully
24 withheld wages due to Plaintiffs and the Class during all relevant times herein, because
25 Defendants did not fully implement and preserve a record-keeping method to accurately record
26 all hours worked and wages earned by their employees, or manipulated such record-keeping
27

1 method for Defendants' advantage, in violation of California Labor Code §§ 226 and 1174(d),
2 and applicable IWC Wage Orders.

3 28. Defendants failed to comply with California Labor Code § 226(a) by failing to
4 itemize in wage statements all wages earned and by failing to accurately report total hours
5 worked by Plaintiffs and members of the proposed Class. Plaintiffs and Class Members are
6 therefore entitled to statutory penalties up to \$4,000 per employee pursuant to Labor Code
7 § 226(e).

8 29. Plaintiffs bring this action on behalf of themselves and all others similarly situated
9 as a class action pursuant to Section 382 of the California Code of Civil Procedure because there
10 is a well-defined community of interest in litigation and the proposed class is easily
11 ascertainable. Plaintiffs seek to represent the following Class, composed of, and defined, as
12 follows:

13 All non-exempt workers who are or have been employed by Defendants in the
14 State of California at any time within four (4) years prior to the filing of the
15 original complaint in this action and the final disposition of this action.

16 30. On information and belief, the legal and factual issues are common to and affect
17 all Class Members. Plaintiffs may amend the above class definition as permitted or required by
18 this Court.

19 20 NUMEROSITY

21 31. The potential members of the Class as defined are so numerous that joinder of all
22 the members of the Class is impracticable. While the precise number of Class Members has not
23 been determined at this time, Plaintiffs are informed and believes Defendants have employed
24 dozens of employees in the State of California. These employees have been affected by
25 Defendants' unlawful practices as alleged herein.

32. Upon information and belief, Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

COMMONALITY

33. There are questions of law and fact common to the Class predominating over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants violated §§ 17200 *et seq.* of the Business and Professions Code by the violation of California labor laws;
- b. Whether Defendants violated the California Labor Code and Wage Orders as a result of the allegations described in this complaint;
- c. Whether Defendants violated the California Labor Code and Wage Orders by failing to provide lawful meal and rest periods or discouraging Plaintiffs and Class Members from taking them and failing to pay premium wages in lieu thereof, in violation of California law;
- d. Whether Defendants violated the California Labor Code and Wage Orders by failing to, among other things, maintain accurate records of Plaintiffs and other Class Members' earned wages, work periods, hours worked, and wages earned;
- e. Whether Defendants violated the California Labor Code and Wage Orders by failing to pay all earned wages due and/or premium wages due and owing at the time that the employment of any Class Members, including Plaintiffs, ended; and

1
2 f. Whether Plaintiffs and other Class Members are entitled to
3 restitution, wages, statutory penalties, premium wages,
4 declaratory and injunctive relief, attorneys' fees, interest, and
5 costs, and other relief pursuant to the California Labor Code,
6 applicable Wage Orders, and the UCL.
7

8 **TYPICALITY**

9 34. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs
10 and all members of the Class sustained injuries and damages arising out of, and were caused by,
11 Defendants' common course of conduct in violation of California laws, regulations, and statutes
12 as alleged herein.
13

14 **ADEQUACY OF REPRESENTATION**

15 35. Plaintiffs will fairly and adequately represent and protect the interests of the
16 members of the Class. Counsel who represent Plaintiffs is competent and experienced in
17 litigating large employment class actions.
18

19 **SUPERIORITY OF CLASS ACTION**

20 36. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
22 questions of law and fact common to the Class predominate over any questions affecting only
23 individual members of the Class. Each member of the proposed Class has been damaged and is
24 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
25 compensate Class Members for all wages earned and engaging in the unlawful practices herein
26 complained of and denying Class Members meal periods and failing to provide legal
27 compensation.
28

1 37. Class action treatment will allow those similarly situated persons to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 It is unlikely individual Class Members have any interest in individually controlling separate
4 actions in this case. Class Members' lack of knowledge of the legal system and limited economic
5 resources would deprive most Class Members of the practical opportunity to pursue their claims
6 were this class action not certified.

7 38. Plaintiffs are unaware of any difficulties likely to be encountered in the
8 management of this action that would preclude its maintenance as a class action. The benefits of
9 maintaining this action on a class basis far outweigh any administrative burden in managing the
10 class action. Conducting the case as a class action would be far less burdensome than prosecuting
11 numerous individual actions.

12
13 **CLAIMS FOR RELIEF**

14 **FIRST CAUSE OF ACTION**
15 **REST PERIOD VIOLATIONS**

16 (CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS)

17 39. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

18 40. Plaintiffs allege Defendants failed to provide proper rest periods.

19 41. Defendants failed to authorize and permit rest periods by failing to provide the
20 requisite number of breaks per shift and/or to allow net 10 minutes of rest, in violation of the
21 applicable Wage Orders and Labor Code § 226.7.

22 42. Rest periods were not voluntarily waived. Any express or implied waivers
23 obtained from Plaintiffs and, on information and belief, current and former employees and
24 members of the Class, were not willfully obtained, were not voluntarily agreed to, were a
25 condition of employment, or were part of an unlawful contract of adhesion.

26 43. Defendants failed to pay additional wages for rest periods that were not provided.
27 Plaintiffs and the Class are entitled to premium rest period wages pursuant to Labor Code §
28 226.7.

1 44. Wherefore, Plaintiffs and the Class they seek to represent are entitled to recover
2 the full amount of their unpaid rest period wages and all related penalties and remedies.

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4 **SECOND CLAIM FOR RELIEF**
5 **FAILURE TO PROVIDE PROPER MEAL PERIODS**
6 **OR COMPENSATION IN LIEU THEREOF**
7 **(CAL. LAB. CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDERS)**

8 45. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

9 46. Plaintiffs and, on information and belief, the Class were not afforded timely meal
10 periods as required by California law, since they were routinely required to work five hours or
11 more without a timely, thirty minute, uninterrupted meal period, and they were not compensated
12 for missed meal periods.

13 47. California Labor Code § 226.7 provides:

14 (a) No employer shall require any employee to work during any meal
15 or rest period mandated by an applicable order of the Industrial Welfare
16 Commission.

17 (b) If an employer fails to provide an employee a meal period or rest
18 period in accordance with an applicable order of the Industrial Welfare
19 Commission, the employer shall pay the employee one additional hour
20 of pay at the employee's regular rate of compensation for each work
21 day that the meal or rest period is not provided.

22 48. The applicable wage order issued by the Industrial Welfare Commission provides
23 with regards to meal periods:

24 (A) No employer shall employ any person for a work period of more than five
25 (5) hours without a meal period of not less than 30 minutes, except that when
26 a work period of not more than six (6) hours will complete the day's work the
27 meal period may be waived by mutual consent of the employer and employee.
28 Unless the employee is relieved of all duty during a 30-minute meal period,
the meal period shall be considered an "on duty" meal period and counted as
time worked. An "on duty meal period shall be permitted only when the
nature of the work prevents an employee from being relieved of all duty and
when by written agreement between the parties an on-the-job paid meal period
is agreed to." The written agreement shall state that the employee may, in
writing, revoke the agreement at any time.

1 (B) If an employer fails to provide an employee a meal period in accordance
2 with the applicable provisions of this Order, the employer shall pay the
3 employee one (1) hour of pay at the employee's regular rate of compensation
4 for each work day that the meal period is not provided.

4 49. California Labor Code § 512 contains a similar provision. In this case, there was
5 no mutual waiver of meal periods and employees worked for periods of more than five hours
6 without an off-duty meal period of at least 30 minutes. As noted above, Defendants violated
7 California law by failing to provide timely meal periods mandated by Labor Code § 226.7 and
8 the applicable IWC Wage Order. As such, Defendants are liable for one hour of pay at the
9 employee's regular rate of compensation for each workday that meal periods were not provided.

10 50. As noted above, Defendants violated California law by failing to provide meal
11 periods mandated by Labor Code § 226.7 and the applicable IWC Wage Order, and by failing to
12 provide one hour of pay at the employees' regular rate of compensation for each work day that
13 the meal period was not provided.

14 51. Plaintiffs and the Class did not voluntarily or willfully waive meal periods. Any
15 express or implied waivers obtained from Plaintiffs and the Class were not willfully obtained or
16 voluntarily agreed to, but rather were a condition of employment or part of an unlawful contract
17 of adhesion.

18 52. By failing to keep adequate time records required by §§ 226 and 1174(d) of the
19 Labor Code, Defendants have injured Plaintiffs and the Class and made it difficult to calculate
20 the unpaid meal period compensation due to Plaintiffs and the Class.

21 53. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
22 deprived of wages in amounts to be determined at trial, and are entitled to recovery of such
23 amounts, plus interest and penalties thereon, attorneys' fees, and costs under Labor Code §§ 203,
24 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

25 54. Wherefore, Plaintiffs and the Class request relief as described herein and below.
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THIRD CLAIM FOR RELIEF
WAITING TIME PENALTIES
(CAL. LAB. CODE §§ 201, 202, & 203)

55. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

56. California Labor Code §§ 201 and 202 provide for immediate payment of all wages owed at termination of employment.

57. As described above, Defendants failed to pay meal/rest period premium wages. Defendants have failed to liquidate these unpaid wages upon separation from employment, whether through voluntary resignation or involuntary termination, in violation of California law.

58. Defendants have violated California Labor Code §§ 201 and/or 202 by failing to pay Plaintiffs and a substantial portion of the Class all the wages owed to them, because when Plaintiffs and a substantial portion of the Class left their employment with Defendants, Defendants did not pay them the wages owed for meal/rest premiums, and unpaid time. This failure to pay wages owed was willful and, as such, Defendants are liable for penalties under § 203 of the Labor Code.

59. California Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. An employee who sequesters or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment. Suit may be filed for these penalties at any time before the expiration of the statute of limitations on an action for the wages from which the penalties arise.

60. Defendants willfully failed to pay all wages due as the failure to pay was not inadvertent or accidental. As a result, Plaintiffs and the Class are entitled to 30 days' wages. "30 days' wages" is calculated pursuant to California case law as 30 working days and not merely a month's wages.

61. In calculating 30 days' wages pursuant to California Labor Code § 203, Plaintiffs and the Class are entitled to compensation for all forms of wages earned (even if not properly paid), including, but not limited to, compensation for unprovided meal periods.

62. More than 30 working days have passed since Plaintiffs and many members of the Class have left Defendants' employment, and despite this, they have not received payment pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all wages, Plaintiffs and the Class are entitled to 30 days' wages as a penalty under Labor Code § 203.

63. Wherefore, Plaintiffs and the Class seek the relief as described herein and below.

FOURTH CLAIM FOR RELIEF
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(CAL. LAB. CODE §§ 226 & IWC ORDER)

64. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

65. California Labor Code Section 226(a) states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

1 66. Defendants have failed to provide Plaintiffs and, on information and belief, Class
2 Members accurate itemized wage statements that include the gross wages earned, total hours
3 worked, all deductions, net wages earned, pay period dates, name of employee, name address of
4 the legal entity that is the employer, and all applicable hourly rates in effect during the pay
5 period, as mandated by Labor Code § 226 and applicable IWC Wage Order, because such
6 statements understate wages by failing to include those wages owed for unprovided rest and meal
7 periods and reimbursements of expenses.

8 67. Defendants have, in turn, violated California Labor Code § 226(a) by inaccurately
9 stating gross and net wages and other issues as described above.

10 68. By knowingly and intentionally failing to provide Plaintiffs and Class Members
11 itemized wage statements in conformance with Labor Code § 226, Defendants have also violated
12 Labor Code § 226.6, which is a misdemeanor punishable by fine and/or prison.

13 69. California Labor Code § 226.6 states:

14 Any employer who knowingly and intentionally violates the provisions of Section
15 226 or 226.2, or any officer, agent, employee, fiduciary, or other person who has
16 the control, receipt, custody, or disposal of, or pays, the wages due any employee,
17 and who knowingly and intentionally participates or aids in the violation of any
18 provision of Section 226 or 226.2 is guilty of a misdemeanor and, upon
conviction thereof, shall be fined not more than one thousand dollars (\$1,000) or
be imprisoned not to exceed one year, or both, at the discretion of the court. That
fine or imprisonment, or both, shall be in addition to any other penalty provided
by law.

19
20 70. Defendants have the ability to pay all wages due and have the ability to provide
21 Plaintiffs and the Class accurate wage statements mandated by Labor Code § 226. But
22 Defendants have willfully refused to pay and accurately state wages, intending to secure instead
23 a discount upon their indebtedness to Plaintiffs and the Class, and intending to annoy, harass,
24 oppress, hinder, delay, or defraud Plaintiffs and the Class, in violation of California Labor Code
25 § 226.6.

26 71. Defendants' violation of Labor Code § 226 also constitutes a predicate violation
27 of California Business & Profession Code §§ 17200 *et seq.*

1 72. Wherefore, Plaintiffs and the Class request relief as described herein and below.

2 **FIFTH CLAIM FOR RELIEF**
3 **VIOLATION OF UNFAIR COMPETITION LAW**
4 (CAL. BUS. & PRO. CODE §§ 17200 *et seq.*)

5 73. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

6 74. On information and belief, and at all times relevant, Plaintiffs allege Defendants,
7 by and through their policies and practices, engaged in unlawful activity prohibited by Business
8 and Professions Code §§ 17200 *et seq.*, including the following:

9 a. Requiring Class Members, including Plaintiffs, to work at least
10 five (5) hours without a timely, thirty (30) minute, uninterrupted
11 meal period, and failing to pay such employees one (1) hour of
12 additional wages at the employees' regular rate of compensation
13 for each workday that the meal period was not provided, in
14 violation of California law and policy;

15 b. Failure to provide ten minutes of consecutive uninterrupted rest
16 time for every four hours worked and failing to pay such
17 employees one (1) hour of additional wages at the employees'
18 regular rate of compensation for each workday that the rest
19 period was not provided, in violation of California law and
20 policy;

21 c. Failure to provide Class Members, including Plaintiffs, with
22 accurate itemized wage statements in violation of California law
23 and public policy;

24 d. Failure to pay Class Members all wages owed at the time of
25 termination of employment in violation of California law and
26 public policy; and

27 e. Failure to create or maintain accurate time-keeping records for
28 Class Members, including Plaintiffs, resulting in failure to

1 accurately pay wages owed and provide accurate itemized wage
2 statements, in violation of California law and public policy.

3 75. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
4 unfair, and deceptive business practices, within the meaning of Business and Professions Code
5 §§ 17200 *et seq.* Plaintiffs and, on information and belief, the Class, have suffered injury in fact
6 and have lost money or property as a result of such unfair competition.

7 76. Plaintiffs and the Class are entitled to an injunction and other equitable relief
8 against such unlawful practices to prevent future damage, for which there is no adequate remedy
9 at law, and to avoid a multiplicity of lawsuits.

10 77. As a result of their unlawful acts, Defendants have reaped and continue to reap
11 unfair benefits and unlawful profits at the expense of Plaintiffs and the Class. Defendants should
12 be enjoined from this activity and made to disgorge the ill-gotten gains and restore to Plaintiffs
13 and Class Members the wrongfully withheld wages, pursuant to Business and Professions Code §
14 17203 and the penalties provision of § 17202.

15 78. Plaintiffs are informed and believe, and thereon allege, Defendants have been and
16 continue to be unjustly enriched through false, fraudulent, unlawful, unfair, and deceptive
17 business practices as alleged throughout this Complaint. Plaintiffs are further informed and
18 believe, and thereon allege, Plaintiffs and Class Members are prejudiced by Defendants' unfair
19 business practices.

20 79. As a direct and proximate result of Defendants' unfair business practices,
21 Plaintiffs, individually and on behalf of all employees similarly situated, are entitled to equitable
22 and injunctive relief, including full restitution and/or disgorgement of all wages which have been
23 unlawfully withheld from Plaintiffs and the Class as a result of the business acts and practices
24 described herein, and enjoinder of Defendants to cease and desist from engaging in the
25 practices described herein.

80. As a direct and proximate result of Defendants' unfair business practices, Plaintiffs and all Class Members are entitled, in accordance with Business and Professions Code § 17202, to enforcement of penalties resulting from the business acts and practices described herein, and entitled to an injunction ordering Defendants to cease and desist from engaging in the practices described herein.

81. On information and belief, the unlawful conduct alleged herein is continuing, and there is no indication Defendants will cease such activity. Plaintiffs allege that, if Defendants are not enjoined from the conduct set forth in this Complaint, they will continue their practice of failing to provide meal periods or compensation in lieu thereof, and failing to reimburse employees for necessary expenses.

82. Wherefore, Plaintiffs and the Class request relief as described herein and below and as deemed just and proper by this Court.

PRAYER FOR RELIEF

83. Wherefore, Plaintiffs pray for judgment for Plaintiffs and the Class as follows:

- a. That the Court determine this action may be maintained as a class action or actions;
- b. For compensatory damages including wages in an amount according to proof with interest thereon;
- c. For economic and/or special damages in an amount according to proof with interest thereon;
- d. For a declaratory judgment that each of the Defendants violated Plaintiffs' and Class Members' rights under the California Labor Code and applicable IWC Wage Orders as set forth in the preceding paragraphs;

- 1 e. That each of the Defendants be found to have engaged in
2 unfair competition in violation of California Business and
3 Professions Code § 17200 *et seq.*;
- 4 f. That each of the Defendants be ordered and enjoined to
5 make restitution to the Class due to their unfair
6 competition, including disgorgement of their wrongfully
7 obtained revenues, earnings, profits, compensation, and
8 benefits, pursuant to California Business and Professions
9 Code §§ 17203 and 17204;
- 10 g. That each of the Defendants be enjoined from continuing
11 the unlawful or unfair competition in violation of § 17200
12 as alleged herein;
- 13 h. For declaratory relief for Defendants' violation of the
14 California Labor Code and California Business and
15 Professions Code;
- 16 i. That Defendants be enjoined from further acts of unfair
17 competition;
- 18 j. For premium wages pursuant to Labor Code §§ 226, 226.7,
19 and 510;
- 20 k. For an order imposing all statutory and/or civil penalties
21 provided by law, including but not limited to, penalties
22 under Labor Code §§ 203, 210, 225.5, 226, 226.3, 226.7,
23 256, 512, 1174.5, 1194.2, and 2802 relating to all facts
24 alleged in this Complaint;
- 25 l. An award to Plaintiffs and the Class Members of
26 reasonable attorneys' fees, costs, and interest thereon
27 pursuant to Code of Civil Procedure § 1021.5, Labor Code
28

1 §§ 218.5, 218.6, 226, and 1194, and/or other applicable
2 law;

3 m. Injunctive relief;

4 n. Interest pursuant to California Labor Code § 218.6;

5 o. For all provisions of the Labor Code violated as described
6 above except those for which a civil penalty is specifically
7 provided, a civil penalty of one hundred dollars (\$100) for
8 each aggrieved employee per pay period for the initial
9 violation and two hundred dollars (\$200) for each
10 aggrieved employee per pay period for each subsequent
11 violation; and

12 p. For all provisions of the Labor Code violated as described
13 above for which a civil penalty is specifically provided,
14 civil penalties for each aggrieved employee as specifically
15 provided by statute.

16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiffs hereby demand trial of their claims and those of the Class by jury to the extent
19 authorized by law.

20
21 Dated: October 13, 2025

MALLISON & MARTINEZ

22
23 By: 
24 Stan S. Mallison
25 Hector R. Martinez
26 Cody A. Bolce

27 Attorneys for Plaintiffs and a Class
28 of Similarly Situated Employees