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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, ROLANDO
13 HURTADO, and CANDIDO SANCHEZ on
behalf of themselves, and those similarly
14 situated,

15 Plaintiffs,

16 vs.

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

18
19 Defendants.
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23

Case No. 25CV148561

**FIRST AMENDED 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;
5. Violation of the Unfair Competition Law, California Business & Professions Code §§ 17200 et seq.; and
6. Penalties Pursuant to the Labor Code Private Attorneys General Act, Labor Code §§ 2698 et seq.

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

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

27 ¹ Plaintiffs Javier Guizar and Raymundo Guizar bring no claims on their own behalf or on behalf
28 of any class. They bring claims solely under cause of action number six as representatives of the
State of California.

1 owed upon separation; (4) failure to provide accurate, itemized wage statements; and (5)
2 violation of the UCL.

3 8. Plaintiffs' California Private Attorney General Act, Labor Code §§ 2698 *et seq.*
4 ("PAGA") claim is brought as an enforcement action on behalf of the State of California for
5 penalties and other remedies to vindicate the rights of Plaintiffs and other current or former
6 employees ("Aggrieved Employees"), as expressly permitted by that statute. All PAGA
7 administrative requirements will have been met for this purpose prior to service of this
8 complaint.

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

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

19
20 **PARTIES**

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

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

9 13. Plaintiff Raymundo Guizar 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
12 Raymundo Guizar was hired by Defendants to work in California. During the relevant time
13 period, Plaintiff Raymundo Guizar worked for Defendants in California, performing services
14 covered by an applicable Wage Order during the Class Period. Plaintiff Raymundo Guizar
15 suffered injury in fact and loss of property because of Defendants' conduct described in this
16 Complaint.

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

24 15. Plaintiff Candido Sanchez is a resident of San Joaquin County, California. At all
25 relevant times herein, he has been employed directly or jointly by Defendants, as an employee in
26 California, and has been employed by Defendants as a non-exempt employee. Plaintiff Candido
27 Sanchez was hired by Defendants to work in California. During the relevant time period,
28 Plaintiff Candido Sanchez worked for Defendants in California, performing services covered by

1 an applicable Wage Order during the Class Period. Plaintiff Candido Sanchez suffered injury in
2 fact and loss of property because of Defendants' conduct described in this Complaint.

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

5 17. The following allegations as to Defendants are made on information and belief,
6 and are likely to have evidentiary support after a reasonable opportunity for further investigation
7 or discovery.

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

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

21
22 **JURISDICTION AND VENUE**

23 20. This case is subject to the jurisdiction of this court pursuant to the California
24 Labor Code, California Business and Professions Code, and California Code of Civil Procedure.
25 Defendants are entities, partnerships, businesses, and persons who reside in and/or conduct
26 business in the State of California and in this county.

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

FACTUAL ALLEGATIONS

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

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

- a. Requiring Class Members, including Plaintiffs, to work at least five (5) hours without a timely, thirty-minute, uninterrupted meal period, and failing to pay such employees one (1) hour of additional wages at the employees' regular rate of compensation for each workday that the meal period was not provided, in violation of California law and policy;
- b. Failing to provide rest periods of at least ten consecutive minutes for each four hours worked;

- c. Failing to provide Class Members, including Plaintiffs, with accurate itemized wage statements in violation of California law and public policy;
- d. Failing to pay to Class Members, including Plaintiffs, all wages owed, as detailed above upon separation from employment – whether voluntary or not – in violation of California law and policy;
- e. Failing to create or maintain accurate time-keeping records for Class Members, including Plaintiffs, resulting in failure to accurately pay wages owed and provide accurate itemized wage statements, in violation of California law and public policy; and
- f. Engaging in unfair competition in violation of the UCL, Bus. & Prof. §§ 17200 *et seq.*, as a result of failing to pay wages owed and generate and maintain accurate records as described above.

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

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

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

1 27. Defendants' failure to authorize and permit requisite meal and rest periods, failure
2 to pay premium meal and rest period wages, and failure to pay wages at termination in addition
3 to the other violations alleged above, during all relevant times herein was intentional, willful, and
4 deliberate.

5 28. On information and belief, Defendants were on notice of the improprieties alleged
6 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair
7 business practices.

8 29. Defendants have made it difficult to account with precision for the unlawfully
9 withheld wages due to Plaintiffs and the Class during all relevant times herein, because
10 Defendants did not fully implement and preserve a record-keeping method to accurately record
11 all hours worked and wages earned by their employees, or manipulated such record-keeping
12 method for Defendants' advantage, in violation of California Labor Code §§ 226 and 1174(d),
13 and applicable IWC Wage Orders.

14 30. Defendants failed to comply with California Labor Code § 226(a) by failing to
15 itemize in wage statements all wages earned and by failing to accurately report total hours
16 worked by Plaintiffs and members of the proposed Class. Plaintiffs and Class Members are
17 therefore entitled to statutory penalties up to \$4,000 per employee pursuant to Labor Code
18 § 226(e).

19 31. Plaintiffs bring this action on behalf of themselves and all others similarly situated
20 as a class action pursuant to Section 382 of the California Code of Civil Procedure because there
21 is a well-defined community of interest in litigation and the proposed class is easily
22 ascertainable. Plaintiffs seek to represent the following Class, composed of, and defined, as
23 follows:

24
25 All non-exempt workers who are or have been employed by Defendants in the
26 State of California at any time within four (4) years prior to the filing of the
27 original complaint in this action and the final disposition of this action.
28

1 32. On information and belief, the legal and factual issues are common to and affect
2 all Class Members. Plaintiffs may amend the above class definition as permitted or required by
3 this Court.

4
5 **NUMEROSITY**

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

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

14
15 **COMMONALITY**

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

- 19 a. Whether Defendants violated §§ 17200 *et seq.* of the Business
20 and Professions Code by the violation of California labor laws;
21 b. Whether Defendants violated the California Labor Code and
22 Wage Orders as a result of the allegations described in this
23 complaint;
24 c. Whether Defendants violated the California Labor Code and
25 Wage Orders by failing to provide lawful meal and rest periods
26 or discouraging Plaintiffs and Class Members from taking them
27 and failing to pay premium wages in lieu thereof, in violation of
28 California law;

- 1 d. Whether Defendants violated the California Labor Code and
2 Wage Orders by failing to, among other things, maintain
3 accurate records of Plaintiffs and other Class Members' earned
4 wages, work periods, hours worked, and wages earned;
- 5 e. Whether Defendants violated the California Labor Code and
6 Wage Orders by failing to pay all earned wages due and/or
7 premium wages due and owing at the time that the employment
8 of any Class Members, including Plaintiffs, ended; and
- 9 f. Whether Plaintiffs and other Class Members are entitled to
10 restitution, wages, statutory penalties, premium wages,
11 declaratory and injunctive relief, attorneys' fees, interest, and
12 costs, and other relief pursuant to the California Labor Code,
13 applicable Wage Orders, and the UCL.

14
15 **TYPICALITY**

16 36. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs
17 and all members of the Class sustained injuries and damages arising out of, and were caused by,
18 Defendants' common course of conduct in violation of California laws, regulations, and statutes
19 as alleged herein.

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21 **ADEQUACY OF REPRESENTATION**

22 37. Plaintiffs will fairly and adequately represent and protect the interests of the
23 members of the Class. Counsel who represent Plaintiffs is competent and experienced in
24 litigating large employment class actions.

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1 **SUPERIORITY OF CLASS ACTION**

2 38. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
4 questions of law and fact common to the Class predominate over any questions affecting only
5 individual members of the Class. Each member of the proposed Class has been damaged and is
6 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
7 compensate Class Members for all wages earned and engaging in the unlawful practices herein
8 complained of and denying Class Members meal periods and failing to provide legal
9 compensation.

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

16 40. Plaintiffs are unaware of any difficulties likely to be encountered in the
17 management of this action that would preclude its maintenance as a class action. The benefits of
18 maintaining this action on a class basis far outweigh any administrative burden in managing the
19 class action. Conducting the case as a class action would be far less burdensome than prosecuting
20 numerous individual actions.
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1 **CLAIMS FOR RELIEF**

2 **FIRST CAUSE OF ACTION**
3 **REST PERIOD VIOLATIONS**

4 (CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS)
5 (Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez Against All Defendants)

6 41. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez incorporate all
7 preceding paragraphs as though fully set forth herein.

8 42. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez allege
9 Defendants failed to provide proper rest periods.

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

13 44. Rest periods were not voluntarily waived. Any express or implied waivers
14 obtained from Plaintiffs and, on information and belief, current and former employees and
15 members of the Class, were not willfully obtained, were not voluntarily agreed to, were a
16 condition of employment, or were part of an unlawful contract of adhesion.

17 45. Defendants failed to pay additional wages for rest periods that were not provided.
18 Plaintiffs and the Class are entitled to premium rest period wages pursuant to Labor Code §
19 226.7.

20 46. Wherefore, Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez
21 and the Class they seek to represent are entitled to recover the full amount of their unpaid rest
22 period wages and all related penalties and remedies.

23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PROVIDE PROPER MEAL PERIODS**
25 **OR COMPENSATION IN LIEU THEREOF**

26 (CAL. LAB. CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDERS)
27 (Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez Against All Defendants)

28 47. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez incorporate all
preceding paragraphs as though fully set forth herein.

1 48. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and, on
2 information and belief, the Class were not afforded timely meal periods as required by California
3 law, since they were routinely required to work five hours or more without a timely, thirty
4 minute, uninterrupted meal period, and they were not compensated for missed meal periods.

5 49. California Labor Code § 226.7 provides:

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

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

11 50. The applicable wage order issued by the Industrial Welfare Commission provides
12 with regards to meal periods:

13 (A) No employer shall employ any person for a work period of more than five
14 (5) hours without a meal period of not less than 30 minutes, except that when
a work period of not more than six (6) hours will complete the day's work the
meal period may be waived by mutual consent of the employer and employee.
15 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
16 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
17 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
18 writing, revoke the agreement at any time.

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

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

1 60. Defendants have violated California Labor Code §§ 201 and/or 202 by failing to
2 pay Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and a substantial portion
3 of the Class all the wages owed to them, because when Plaintiffs Mario Almaraz, Rolando
4 Hurtado, and Candido Sanchez and a substantial portion of the Class left their employment with
5 Defendants, Defendants did not pay them the wages owed for meal/rest premiums, and unpaid
6 time. This failure to pay wages owed was willful and, as such, Defendants are liable for penalties
7 under § 203 of the Labor Code.

8 61. California Labor Code § 203 provides:

9 If an employer willfully fails to pay, without abatement or reduction, in
10 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
11 employee who is discharged or who quits, the wages of the employee shall
12 continue as a penalty from the due date thereof at the same rate until paid or
13 until an action therefore is commenced; but the wages shall not continue for
14 more than 30 days. An employee who secretes or absents himself or herself to
15 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.

16 62. Defendants willfully failed to pay all wages due as the failure to pay was not
17 inadvertent or accidental. As a result, Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido
18 Sanchez and the Class are entitled to 30 days' wages. "30 days' wages" is calculated pursuant to
19 California case law as 30 working days and not merely a month's wages.

20 63. In calculating 30 days' wages pursuant to California Labor Code § 203, Plaintiffs
21 Mario Almaraz, Rolando Hurtado, and Candido Sanchez and the Class are entitled to
22 compensation for all forms of wages earned (even if not properly paid), including, but not
23 limited to, compensation for unprovided meal periods.

24 64. More than 30 working days have passed since Plaintiffs Mario Almaraz, Rolando
25 Hurtado, and Candido Sanchez and many members of the Class have left Defendants'
26 employment, and despite this, they have not received payment pursuant to Labor Code § 203. As
27 a consequence of Defendants' willful conduct in not paying all wages, Plaintiffs Mario Almaraz,
28

1 Rolando Hurtado, and Candido Sanchez and the Class are entitled to 30 days' wages as a penalty
2 under Labor Code § 203.

3 65. Wherefore, Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez
4 and the Class seek the relief as described herein and below.

5 **FOURTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
7 (CAL. LAB. CODE §§ 226 & IWC ORDER)
(Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez Against All Defendants)

8 66. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez incorporate all
9 preceding paragraphs as though fully set forth herein.

10 67. California Labor Code Section 226(a) states:

11 Every employer shall, semimonthly or at the time of each payment of wages,
12 furnish each of his or her employees, either as a detachable part of the check,
13 draft, or voucher paying the employee's wages, or separately when wages are
14 paid by personal check or cash, an accurate itemized statement in writing
15 showing (1) gross wages earned, (2) total hours worked by the employee, except
16 for any employee whose compensation is solely based on a salary and who is
17 exempt from payment of overtime under subdivision (a) of Section 515 or any
18 applicable order of the Industrial Welfare Commission, (3) the number of piece-
19 rate units earned and any applicable piece-rate if the employee is paid on a piece-
20 rate basis, (4) all deductions, provided that all deductions made on written orders
21 of the employee may be aggregated and shown as one item, (5) net wages
22 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.

23
24 68. Defendants have failed to provide Plaintiffs Mario Almaraz, Rolando Hurtado,
25 and Candido Sanchez and, on information and belief, Class Members accurate itemized wage
26 statements that include the gross wages earned, total hours worked, all deductions, net wages
27 earned, pay period dates, name of employee, name address of the legal entity that is the
28 employer, and all applicable hourly rates in effect during the pay period, as mandated by Labor

1 Code § 226 and applicable IWC Wage Order, because such statements understate wages by
2 failing to include those wages owed for unprovided rest and meal periods and reimbursements of
3 expenses.

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

6 70. By knowingly and intentionally failing to provide Plaintiffs Mario Almaraz,
7 Rolando Hurtado, and Candido Sanchez and Class Members itemized wage statements in
8 conformance with Labor Code § 226, Defendants have also violated Labor Code § 226.6, which
9 is a misdemeanor punishable by fine and/or prison.

10 71. California Labor Code § 226.6 states:

11 Any employer who knowingly and intentionally violates the provisions of Section
12 226 or 226.2, or any officer, agent, employee, fiduciary, or other person who has
13 the control, receipt, custody, or disposal of, or pays, the wages due any employee,
14 and who knowingly and intentionally participates or aids in the violation of any
15 provision of Section 226 or 226.2 is guilty of a misdemeanor and, upon
16 conviction thereof, shall be fined not more than one thousand dollars (\$1,000) or
17 be imprisoned not to exceed one year, or both, at the discretion of the court. That
18 fine or imprisonment, or both, shall be in addition to any other penalty provided
19 by law.

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

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

74. Wherefore, Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez
and the Class request relief as described herein and below.

1 **FIFTH CAUSE OF ACTION**
2 **VIOLATION OF UNFAIR COMPETITION LAW**
3 (CAL. BUS. & PRO. CODE §§ 17200 *et seq.*)
4 (Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez Against All Defendants)

5 75. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez incorporate all
6 preceding paragraphs as though fully set forth herein.

7 76. On information and belief, and at all times relevant, Plaintiffs Mario Almaraz,
8 Rolando Hurtado, and Candido Sanchez allege Defendants, by and through their policies and
9 practices, engaged in unlawful activity prohibited by Business and Professions Code §§ 17200 *et*
10 *seq.*, including the following:

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

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

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

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

1 e. Failure to create or maintain accurate time-keeping records for
2 Class Members, including Plaintiffs, resulting in failure to
3 accurately pay wages owed and provide accurate itemized wage
4 statements, in violation of California law and public policy.

5 77. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
6 unfair, and deceptive business practices, within the meaning of Business and Professions Code
7 §§ 17200 *et seq.* Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and, on
8 information and belief, the Class, have suffered injury in fact and have lost money or property as
9 a result of such unfair competition.

10 78. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and the Class
11 are entitled to an injunction and other equitable relief against such unlawful practices to prevent
12 future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of
13 lawsuits.

14 79. As a result of their unlawful acts, Defendants have reaped and continue to reap
15 unfair benefits and unlawful profits at the expense of Plaintiffs Mario Almaraz, Rolando
16 Hurtado, and Candido Sanchez and the Class. Defendants should be enjoined from this activity
17 and made to disgorge the ill-gotten gains and restore to Plaintiffs and Class Members the
18 wrongfully withheld wages, pursuant to Business and Professions Code § 17203 and the
19 penalties provision of § 17202.

20 80. Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez are informed
21 and believe, and thereon allege, Defendants have been and continue to be unjustly enriched
22 through false, fraudulent, unlawful, unfair, and deceptive business practices as alleged
23 throughout this Complaint. Plaintiffs are further informed and believe, and thereon allege,
24 Plaintiffs and Class Members are prejudiced by Defendants' unfair business practices.

25 81. As a direct and proximate result of Defendants' unfair business practices,
26 Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez, individually and on behalf of
27 all employees similarly situated, are entitled to equitable and injunctive relief, including full
28 restitution and/or disgorgement of all wages which have been unlawfully withheld from

1 Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and the Class as a result of
2 the business acts and practices described herein, and enjoinder of Defendants to cease and
3 desist from engaging in the practices described herein.

4 82. As a direct and proximate result of Defendants' unfair business practices,
5 Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and all Class Members are
6 entitled, in accordance with Business and Professions Code § 17202, to enforcement of penalties
7 resulting from the business acts and practices described herein, and entitled to an injunction
8 ordering Defendants to cease and desist from engaging in the practices described herein.

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

14 84. Wherefore, Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez
15 and the Class request relief as described herein and below and as deemed just and proper by this
16 Court.

17 **SIXTH CAUSE OF ACTION**
18 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**
19 **(CAL. LAB. CODE §§ 2698 ET SEQ., § 558)**
(All Plaintiffs² Against All Defendants)

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

21 86. Plaintiffs Javier Guizar, Mario Almaraz, Raymundo Guizar, Rolando Hurtado,
22 and Candido Sanchez bring this claim on behalf of the State of California and other current and
23 former employees, as expressly authorized by the California Private Attorneys General Act of
24 2004, Labor Code §§ 2699 *et seq.* ("PAGA"). PAGA is an enforcement action that empowers an
25 aggrieved employee to seek penalties on behalf of themselves, current and former employees and
26 the State, without the need to certify a class. For purposes of this claim only, therefore, Plaintiffs

27 _____
28 ² Plaintiffs Javier Guizar and Raymundo Guizar bring no claims for individual PAGA penalties.
They bring only a representative PAGA claim.

bring this claim to enforce the rights of themselves and other current and former employees and need not comply with Class Action Certification.

87. Plaintiffs Javier Guizar, Mario Almaraz, Raymundo Guizar, Rolando Hurtado, and Candido Sanchez are aggrieved employees as defined in Labor Code §2699(a) as they have suffered Labor Code violations. They bring this cause on behalf of the State of California and other current or former aggrieved employees affected by the labor law violations alleged in this Complaint.

88. The pre-lawsuit notice requirements set forth in Labor Code § 2699.3 have been initiated by written notice by certified mail to Defendant, and to the Labor and Workforce Development Agency, detailing the Labor Code and IWC Wage Order violations averred herein. The waiting requirements have been completed prior to the filing of this Complaint.

89. Plaintiffs seek civil penalties as provided under applicable Labor Code sections for violations of the Labor Code alleged herein pursuant to Labor Code § 2699(a). To the extent that any violation of statute or regulation alleged herein does not carry a penalty, Plaintiffs seek civil penalties pursuant to Labor Code § 2699(f), which provides for penalties of \$25-\$200 per violation depending on the type of violation.

90. Plaintiffs seek civil penalties due from all Defendants as provided by Labor Code § 2699(k), including but not limited to, penalties and unpaid wages due pursuant to Labor Code § 558 and § 1197.1 as a result of Defendants' violation of the provisions of the Labor Code and Wage Orders 8.

91. All Defendants are liable to Plaintiffs Mario Almaraz, Rolando Hurtado, and Candido Sanchez and "other current or former employees and the state" for the civil penalties arising from the violations alleged in this Complaint. Plaintiffs are also entitled to an award of attorneys' fees and costs as set forth below.

92. The predicate act violations which serve as the basis for this PAGA claim (rest and meal period violations) relate to the non-payment of wages or violations of the IWC Wage Orders that were posted at the worksite.

- 1 93. Plaintiffs are aggrieved by Defendants' labor and payroll practices that:
- 2 a. inaccurately keep records of actual hours worked and wages earned;
- 3 b. fail to provide timely and/or complete meal breaks, or premium wages in
- 4 lieu thereof; and
- 5 c. fail to provide timely and/or complete rest breaks, or premium wages in
- 6 lieu thereof.

7 92. Wherefore, Plaintiffs request relief as described herein and below and as deemed

8 just and proper by this Court.

9

10 **PRAYER FOR RELIEF**

- 11 94. Wherefore, Plaintiffs pray for judgment for Plaintiffs and the Class as follows:
- 12 a. That the Court determine this action may be maintained as
- 13 a class action or actions;
- 14 b. For compensatory damages including wages in an amount
- 15 according to proof with interest thereon;
- 16 c. For economic and/or special damages in an amount
- 17 according to proof with interest thereon;
- 18 d. For a declaratory judgment that each of the Defendants
- 19 violated Plaintiffs' and Class Members' rights under the
- 20 California Labor Code and applicable IWC Wage Orders as
- 21 set forth in the preceding paragraphs;
- 22 e. That each of the Defendants be found to have engaged in
- 23 unfair competition in violation of California Business and
- 24 Professions Code § 17200 *et seq.*;
- 25 f. That each of the Defendants be ordered and enjoined to
- 26 make restitution to the Class due to their unfair
- 27 competition, including disgorgement of their wrongfully
- 28 obtained revenues, earnings, profits, compensation, and

benefits, pursuant to California Business and Professions Code §§ 17203 and 17204;

g. That each of the Defendants be enjoined from continuing the unlawful or unfair competition in violation of § 17200 as alleged herein;

h. For declaratory relief for Defendants' violation of the California Labor Code and California Business and Professions Code;

i. That Defendants be enjoined from further acts of unfair competition;

j. For premium wages pursuant to Labor Code §§ 226, 226.7, and 510;

k. For an order imposing all statutory and/or civil penalties provided by law, including but not limited to, penalties under Labor Code §§ 203, 210, 225.5, 226, 226.3, 226.7, 256, 512, 1174.5, 1194.2, and 2802 relating to all facts alleged in this Complaint;

l. An award to Plaintiffs and the Class Members of reasonable attorneys' fees, costs, and interest thereon pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6, 226, and 1194, and/or other applicable law;

m. Injunctive relief;

n. Interest pursuant to California Labor Code § 218.6;

o. Pursuant to PAGA, for all provisions of the Labor code violated as described above for which a civil penalty is specifically provided, civil penalties for each aggrieved employee as specifically provided by statute;

- 1 p. For all other relief available under PAGA;
- 2 q. For all provisions of the labor code violated as described
- 3 above except those for which a civil penalty is specifically
- 4 provided: a civil penalty pursuant to Labor Code § 2699(f)
- 5 for each aggrieved employee per pay period for each
- 6 subsequent violation;
- 7 r. For all provisions of the Labor Code violated as described
- 8 above except those for which a civil penalty is specifically
- 9 provided, a civil penalty of one hundred dollars (\$100) for
- 10 each aggrieved employee per pay period for the initial
- 11 violation and two hundred dollars (\$200) for each
- 12 aggrieved employee per pay period for each subsequent
- 13 violation; and
- 14 s. For all provisions of the Labor Code violated as described
- 15 above for which a civil penalty is specifically provided,
- 16 civil penalties for each aggrieved employee as specifically
- 17 provided by statute.
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Dated: March 19, 2026

By: Cody Bolce
Stan S. Mallison
Hector R. Martinez
Cody A. Bolce

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