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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN JOAQUIN**

16 **LUIS GUILLERMO RAMOS GARCIA and**
JUANA MARTINEZ CAZARES, individually,
17 **and on behalf of all others similarly situated,**

18 **Plaintiffs,**

19 **vs.**

20 **CUSTOM BUILDING PRODUCTS, LLC; and**
DOES 1 through 10, inclusive,

21 **Defendants**

Case No.: STK-CV-UOE-2025-0015157

FIRST 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];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and
9. Civil Penalties [Cal. Lab. Code §§ 2698, et seq.).

DEMAND FOR JURY TRIAL

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DEMAND FOR JURY TRIAL 30

1 Plaintiffs Luis Guillermo Ramos Garcia ("Plaintiff Garcia") and Juana Martinez Cazarez
2 ("Plaintiff Cazarez") (together, "Plaintiffs"), based upon facts that either have evidentiary
3 support or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Custom Building Products, LLC,
7 and Does 1 through 10 (collectively referred to as "Defendants") for California Labor Code
8 violations and unfair business practices stemming from Defendants' failure to pay minimum
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
11 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
12 expenses, and failure to furnish accurate wage statements.

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

19 3. Plaintiffs bring the Ninth Cause of Action each individually and as representatives
20 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§
21 2698, *et seq.* ("PAGA"), stemming from Defendants' failure to pay minimum wages, failure to
22 pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
23 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
24 wages to terminated employees, failure to indemnify necessary business expenses, and failure to
25 furnish accurate wage statements.

26 4. For over 50 years, California's courts and legislature have recognized that this
27 State's wage-and-hour laws serve a compelling public interest of fostering a stable job market.
28 Wages are not ordinary debts. Because of the economic position of the average worker and his or

1 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
2 that employees are promptly paid the minimum/overtime wages that the Legislature has required
3 for employees. So fundamental are California's wage-and-hour laws that the Legislature has
4 criminalized certain types of violations. In extending extra protection to deter violations of these
5 underlying statutes—since, with respect to the Ninth Cause of Action, Plaintiffs are not seeking
6 general and/or special damages, restitution or other damages other than civil penalties—
7 California has enacted the PAGA to permit an individual to bring an action on behalf of him- or
8 herself and on behalf of others for PAGA penalties only, which is the precise and sole nature of
9 this Action.

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

16 6. Plaintiffs bring the Ninth Cause of Action against Defendants seeking only to
17 recover penalties for themselves, on behalf of all the Aggrieved Employees, and on behalf of the
18 State of California. Plaintiffs do not seek to recover anything other than penalties as permitted
19 by California Labor Code § 2699 at this time. To the extent that statutory violations are
20 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages
21 for those violations, but simply penalties as permitted by California Labor Code § 2699,
22 declaratory relief, and injunctive relief for herself and all the Aggrieved Employees as permitted
23 by the PAGA.

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

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

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked;
20 and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 9. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

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 Plaintiffs, the Class, 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. Plaintiffs

11. Plaintiff Garcia is a California resident who worked for Defendants in the County of San Joaquin, State of California, from November 2023 and within the statutory period.

12. Plaintiff Cazares is a California resident. At all relevant times, she was an “employee” within the meaning of Title 8 California Code of Regulations Section 11010 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

13. Plaintiffs reserve 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

14. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant is:

- (a) A California corporation with its principal place of business in San Joaquin, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Joaquin County; and
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class and Aggrieved Employees. Defendants suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

15. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious

1 names. Each of the Doe Defendants was in some manner legally responsible for the damages
2 suffered by Plaintiffs, the Class, and the Aggrieved Employees, as alleged herein. Plaintiffs will
3 amend this complaint to set forth the true names and capacities of these Defendants when they
4 have been ascertained, together with appropriate charging allegations, as may be necessary.

5 16. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
6 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
7 and/or injured a significant number of Plaintiffs, the Class, and the Aggrieved Employees.

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

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

22 18. Plaintiffs are California residents who worked for Defendants in the County of San
23 Joaquin, within the State of California during the statutory period.

24 19. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
25 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
26 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
27 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
28 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to

1 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
2 working for Defendants was typical and illustrative.

3 20. Throughout the statutory period, Defendants maintained a policy and practice of
4 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including all
5 overtime wages. Plaintiffs, the Class, and the Aggrieved Employees are required to wait in line in
6 order to clock into work and when returning from meal breaks, off the clock and uncompensated.
7 Also, Plaintiffs, the Class, and the Aggrieved Employees were sometimes stopped after clocking
8 out of work to answer questions, off the clock and uncompensated. Also, Plaintiffs, the Class,
9 and the Aggrieved Employees were sometimes interrupted during their meal breaks, without
10 compensation. Also during the statutory period, Plaintiffs, the Class, and the Aggrieved
11 Employees received non-discretionary bonuses and other remuneration, but that remuneration
12 was not properly calculated into the overtime rate of pay, sick day rate of pay, and meal break
13 premium rate of pay, leading to underpayment to Plaintiffs, the Class, and the Aggrieved
14 Employees. Also, Defendants failed to include in wage statements the amount of available and
15 unused sick days for Plaintiffs, the Class, and the Aggrieved Employees.

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

27 22. Throughout the statutory period, Defendants have wrongfully failed to authorize
28 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free rest

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

17 23. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
18 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
19 their duties for Defendants without reimbursement, such as the purchase of specific types of
20 construction boots, and the use of personal cellular telephones for work purposes.

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

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

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

4 Further, the wage statements do not show Defendant's address as required by California law. As
5 a result of these violations of California Labor Code § 226(a), Plaintiffs and the Class suffered
6 injury because, among other things:

- 7 (a) the violations led them to believe that they were not entitled to be paid
8 minimum wages, overtime wages, meal period premium wages, and rest
9 period premium wages to which they were entitled, even though they were
10 entitled;
- 11 (b) the violations led them to believe that they had been paid the minimum,
12 overtime, meal period premium, and rest period premium wages, even
13 though they had not been;
- 14 (c) the violations led them to believe they were not entitled to be paid
15 minimum, overtime, meal period premium, and rest period premium wages
16 at the correct California rate even though they were;
- 17 (d) the violations led them to believe they had been paid minimum, overtime,
18 meal period premium, and rest period premium wages at the correct
19 California rate even though they had not been;
- 20 (e) the violations hindered them from determining the amounts of minimum,
21 overtime, meal period premium, and rest period premium owed to them;
- 22 (f) in connection with their employment before and during this action, and in
23 connection with prosecuting this action, the violations caused them to have
24 to perform mathematical computations to determine the amounts of wages
25 owed to them, computations they would not have to make if the wage
26 statements contained the required accurate information;

- 1 (g) by understating the wages truly due them, the violations caused them to
2 lose entitlement and/or accrual of the full amount of Social Security,
3 disability, unemployment, and other governmental benefits; and
4 (h) the wage statements inaccurately understated the wages, hours, and wages
5 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
6 Class were paid less than the wages and wage rates to which they were
7 entitled.

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

10 **CLASS ACTION ALLEGATIONS**

11 26. Plaintiffs bring certain claims individually, as well as on behalf of each and all
12 other persons similarly situated, and thus, seek class certification under California Code of Civil
13 Procedure § 382.

14 27. All claims alleged herein arise under California law for which Plaintiffs seek relief
15 authorized by California law.

16 28. The proposed Class consists of and is defined as:

17 All persons who worked for any Defendant in California as an hourly, non-
18 exempt employee at any time during the period beginning four years before the
19 filing of the initial complaint in this action and ending when notice to the Class
is sent.

20 29. At all material times, Plaintiffs were each members of the Class.

21 30. Plaintiffs undertake this concerted activity to improve the wages and working
22 conditions of all Class Members.

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

- 25 (a) Numerosity: The members of the Class (and each subclass, if any) are so
26 numerous that joinder of all members would be unfeasible and impractical.
27 The membership of the entire Class is unknown to Plaintiffs at this time,
28

1 however, the Class is estimated to be greater than 100 individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' records.

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

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

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

- 21 1) The interests of the members of the Class in individually
- 22 controlling the prosecution or defense of separate actions;
- 23 2) The extent and nature of any litigation concerning the controversy
- 24 already commenced by or against members of the Class;
- 25 3) The desirability or undesirability of concentrating the litigation of
- 26 the claims in the particular forum; and
- 27 4) The difficulties likely to be encountered in the management of a
- 28 class action.

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

11 32. There are common questions of law and fact as to the Class (and each subclass, if
12 any) that predominate over questions affecting only individual members, including without
13 limitation, whether, as alleged herein, Defendants have:

- 14 (a) Failed to pay Class Members for all hours worked, including minimum
15 wages, and overtime wages;
16 (b) Failed to provide meal periods and pay meal period premium wages to
17 Class Members;
18 (c) Failed to authorize and permit rest periods and pay rest period premium
19 wages to Class Members;
20 (d) Failed to promptly pay all wages due to Class Members upon their
21 discharge or resignation;
22 (e) Failed to maintain accurate records of all hours Class Members worked,
23 and all meal periods Class Members took or missed;
24 (f) Failed to reimburse Class Members for all necessary business expenses;
25 and
26 (g) Violated California Business & Professions Code §§ 17200, *et. seq.*, as a
27 result of their illegal conduct as described above.

28 33. This Court should permit this action to be maintained as a class action pursuant to

1 California Code of Civil Procedure § 382 because:

- 2 (a) The questions of law and fact common to the Class predominate over any
3 question affecting only individual members;
- 4 (b) A class action is superior to any other available method for the fair and
5 efficient adjudication of the claims of the members of the Class;
- 6 (c) The members of the Class are so numerous that it is impractical to bring all
7 members of the class before the Court;
- 8 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
9 effective and economic legal redress unless the action is maintained as a
10 class action;
- 11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the statutory violations, and in obtaining adequate
13 compensation for the damages and injuries for which Defendants are
14 responsible in an amount sufficient to adequately compensate the members
15 of the Class for the injuries sustained;
- 16 (f) Without class certification, the prosecution of separate actions by
17 individual members of the class would create a risk of:
- 18 1) Inconsistent or varying adjudications with respect to individual
19 members of the Class which would establish incompatible standards
20 of conduct for Defendants; and/or
- 21 2) Adjudications with respect to the individual members which would,
22 as a practical matter, be dispositive of the interests of other
23 members not parties to the adjudications, or would substantially
24 impair or impede their ability to protect their interests, including but
25 not limited to the potential for exhausting the funds available from
26 those parties who are, or may be, responsible Defendants; and,
- 27 (g) Defendants have acted or refused to act on grounds generally applicable to
28 the Class, thereby making final injunctive relief appropriate with respect to

1 the class as a whole.

2 34. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. The Defendants' own
4 business records may be utilized for assistance in the preparation and issuance of the
5 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
6 contemplate the use of additional techniques and forms commonly used in class actions, such as
7 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
8 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

9 **FIRST CAUSE OF ACTION**

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

11 35. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
12 Complaint as though fully set forth herein.

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

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

21 38. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for
22 all non-overtime hours worked for Defendants.

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

25 40. By virtue of the Defendants' unlawful failure to pay additional compensation to
26 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
27 suffered, and will continue to suffer, damages in amounts which are presently unknown to
28

1 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which
2 will be ascertained according to proof at trial.

3 41. By failing to keep adequate time records required by California Labor Code §
4 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
5 compensation due Plaintiff and the Class.

6 42. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
7 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
8 wages.

9 43. California Labor Code section 204 requires employers to provide employees with
10 all wages due and payable twice a month. Throughout the statute of limitations period applicable
11 to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
12 required by law, including minimum wages. However, during all such times, Defendants
13 systematically failed and refused to pay Plaintiffs and the Class all such wages due, and failed to
14 pay those wages twice a month.

15 44. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
17 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Pay Overtime Wages)**

20 45. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
21 Complaint as though fully set forth herein.

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

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

1 by the Industrial Welfare Commission is unlawful.

2 48. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
3 hours in a workday, as employees of Defendants.

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

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

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

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

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

25 **THIRD CAUSE OF ACTION**

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

27 54. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
28 Complaint as though fully set forth herein.

1 55. Under California law, Defendants have an affirmative obligation to relieve
2 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
3 start of Plaintiffs and the Class's sixth hour of work in a workday, and to take their second meal
4 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
5 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
6 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
7 violation of Section 226.7 of the California Labor Code for an employer to require any employee
8 to work during any meal period mandated under any Wage Order.

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

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

18 **FOURTH CAUSE OF ACTION**

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

20 58. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
21 Complaint as though fully set forth herein.

22 59. Defendants are required by California law to authorize and permit breaks of 10
23 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
24 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
25 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
26 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
27 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
28 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of

1 the California Labor Code for an employer to require any employee to work during any rest
2 period mandated under any Wage Order.

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

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

12 **FIFTH CAUSE OF ACTION**

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

14 62. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
15 Complaint as though fully set forth herein.

16 63. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
17 failing to pay and indemnify Plaintiffs and the Class for their necessary expenditures and losses
18 incurred in direct consequence of the discharge of their duties or of their obedience to directions
19 of Defendants.

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

22 65. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
23 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
24 2802(b).

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

4 **SEVENTH CAUSE OF ACTION**

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

7 73. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
8 Complaint as though fully set forth herein.

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

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

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

26 77. Specifically, Plaintiffs and the members of the Class have been injured by
27 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
28 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code § 226(a).

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

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

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

12 **EIGHTH CAUSE OF ACTION**

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

15 81. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this
16 Complaint as though fully set forth herein.

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

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

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

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

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

4 **Failure to Pay Minimum Wages**

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

8 **Failure to Pay Overtime Wages**

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

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

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

16 **Failure to Provide Meal Periods**

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

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

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

24 **Failure to Indemnify Necessary Business Expenses**

25 91. Defendants' failure to indemnify employees for necessary business expenses in
26 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
27 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
28 17200, *et seq.*

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

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

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

9 94. Plaintiffs and the Class Members suffered monetary injury as a direct result of
10 Defendants' wrongful conduct.

11 95. Plaintiffs, individually, and on behalf of members of the putative Class, are
12 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
13 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
14 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
15 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
16 practices of Defendants in order to recover restitution.

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

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

98. Plaintiffs also allege 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.

99. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs 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 Plaintiffs 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.

NINTH CAUSE OF ACTION

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

100. Plaintiffs incorporate by reference and re-allege all preceding paragraphs of this Complaint as though fully set forth herein.

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

102. 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.”

103. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3.

104. On January 31, 2025, Plaintiff Cazares gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that

1 Defendants have violated against Plaintiffs and the Aggrieved Employees, including the facts and
2 theories to support the violations. Plaintiff Cazares also paid the filing fee. Plaintiff Cazares's
3 PAGA case number is LWDA-CM-1077218-25.

4 105. On October 11, 2025, Plaintiff Garcia gave written notice by online filing to the
5 LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that
6 Defendants have violated against Plaintiffs and the Aggrieved Employees, including the facts and
7 theories to support the violations. Plaintiff Garcia also paid the filing fee. Plaintiff Garcia's
8 PAGA case number is LWDA-CM-1131254-25.

9 106. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
10 remedies with the LWDA prior to suit, which is required by the statute. (*See* Cal. Lab. Code §
11 2699.3(a)(2)(A).)

12 107. More than 65 days has elapsed since either Plaintiff provided notice, but the
13 LWDA has not indicated that it intends to investigate Defendants' Labor Code violations
14 discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties
15 under California Labor Code § 2699, pursuant to California Labor Code § 2699.3, for the
16 violations of the California Labor Code described in Plaintiffs' respective PAGA notice and in
17 this Complaint. These penalties include, but are not limited to, penalties under California Labor
18 Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

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

27 109. During the time period of employment for Plaintiffs and the Aggrieved
28 Employees, Defendants failed to maintain records pursuant to the California Labor Code and

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

16 110. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
17 award of civil penalties on behalf of herself, the State of California, and similarly Aggrieved
18 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
19 be shown according to proof at trial. These penalties are in addition to all other remedies
20 permitted by law.

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

24 **PRAYER FOR RELIEF**

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

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1 As to the Sixth Cause of Action

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

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

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

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

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

11 As to the Seventh Cause of Action

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

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

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

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

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

20 As to the Eighth Cause of Action

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

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

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

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

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

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

9 As to the Ninth Cause of Action

10 46. That the Court declare, adjudge, and decree that Defendants violated the
11 California Labor Code by failing to pay wages for all hours worked (including, but not limited to,
12 minimum and overtime wages), failing to provide meal periods, failing to authorize and permit
13 rest periods, failing to furnish accurate wage statements, failing to reimburse all business
14 expenses, and failing to maintain accurate records of all hours worked and meal periods;

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

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

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

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

21 51. That counsel for Plaintiffs be appointed as PAGA Counsel; and

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

23 As to All Causes of Action

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

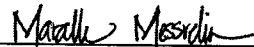
25
26 Dated: September 2, 2026

Respectfully submitted,

MOON LAW GROUP, PC

1 By: 
2 Kane Moon
3 Allen Feghali
4 Charlotte Mikat-Stevens
5 Attorneys for Plaintiff Garcia

6 MM LAW, APC

7 By: 
8 Maralle Messreliah

9 Attorneys for Plaintiff Cazares

10 **DEMAND FOR JURY TRIAL**

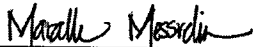
11 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

12 Dated: September 2, 2026

13 MOON LAW GROUP, PC

14 By: 
15 Kane Moon
16 Allen Feghali
17 Charlotte Mikat-Stevens
18 Attorneys for Plaintiff Garcia

19 MM LAW, APC

20 By: 
21 Maralle Messreliah

22 Attorneys for Plaintiff Cazares
23
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26
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1 **PROOF OF SERVICE**

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

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On September 9, 2026, I served the foregoing document
8 described as:

9 **FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT**

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

12 MARALLE MESSRELIAN (SBN 316974)
13 MM LAW, APC
14 500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Telephone: (818) 810-7747
Facsimile: (818) 230-9018
maralle@mmlawapc.com

15 *Attorneys for Plaintiff*
16 **JUANA MARTINEZ CAZARES**

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tscherwin@fisherphillips.com
dtate@fisherphillips.com

17 *Attorneys for Defendant*
18 **CUSTOM BUILDING PRODUCTS, LLC**

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

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

24 Executed on September 9, 2026, at Los Angeles, California

25 Irvin Rios

26 Name

27 

28 Signature