

FILEDBY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA

12/15/2025

LAILA A. WAHEED, CLERK OF THE COURT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA**CRAIG CHACON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

ROBINSON ENTERPRISES, INC., a
California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION**FIRST AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES FOR:****(1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;****(2) VIOLATION OF LABOR CODE
SECTIONS 1194 and 510;****(3) VIOLATION OF LABOR CODE
SECTION 2802;****(4) VIOLATION OF LABOR CODE
SECTION 226;****(5) VIOLATION OF LABOR CODE
SECTIONS 201-204;****(6) VIOLATION OF LABOR CODE
SECTION 2698 *et seq.*;****(7) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.*****DEMAND FOR JURY TRIAL**

1 Plaintiff Craig Chacon (“Plaintiff”) hereby submits his First Amended Class Action and
2 Representative Action Complaint for Damages and Penalties against Defendants Robinson
3 Enterprises, Inc. and DOES 1 through 50, inclusive (collectively, “Defendants”), on behalf of
4 himself and the Class of other similarly situated current and former employees of Defendants
5 for meal period and rest break wages, minimum and overtime wages, reimbursements, and
6 penalties as follows:

7 **INTRODUCTION**

8 1. This class action is brought pursuant to Labor Code §§ 201 to 204, 226, 226.7,
9 510, 512, 1194, 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)), 2802,
10 Industrial Welfare Commission (“IWC”) Wage Order 16-2001 (codified as California Code of
11 Regulations Title 8 § 11016), and Business and Professions Code § 17200 *et seq.* (Unfair
12 Competition Law (“UCL”)).

13 2. This Complaint challenges Defendants’ systemic illegal employment practices
14 resulting in violations of the stated provisions of the Labor Code and Business and Professions
15 Code against the identified class of employees.

16 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
17 severally acted intentionally and with deliberate indifference and conscious disregard to the
18 rights of all employees in (1) failing to provide meal periods and rest breaks; (2) failing to pay
19 all minimum and overtime wages; (3) failing to provide accurate wage statements; (4) failing
20 to reimburse necessary work-related expenses; and (5) failing to pay all wages due and owing
21 upon termination of employment.

22 **JURISDICTION AND VENUE**

23 4. This class action is brought pursuant to California Code of Civil Procedure §
24 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the
25 Superior Court and will be established according to proof at trial. The damages sought by
26 Plaintiff individually are less than \$75,000.00.

27 5. This Court has jurisdiction over this action pursuant to California Constitution,
28 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes

except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

6. This Court has jurisdiction over the violations of Labor Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2802, PAGA, IWC Wage Order 16-2001, and the UCL.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county.

PARTIES

9. Plaintiff is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

10. Plaintiff is informed and believes and thereon alleges that Defendant is a corporation licensed to do business and actually doing business in the State of California, including the County of Nevada.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and the Class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within

1 the course and scope of their authority as such agents, partners, joint venturers, representatives,
2 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
3 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
4 authorization and consent of each Defendant designated herein.

5 As such and based upon all the facts and circumstances incident to Defendants'
6 business in California, Defendants are subject to Labor Code §§ 201 to 204, 226, 226.7, 510,
7 512, 1194, 2802, PAGA, IWC Wage Order 16-2001, and the UCL.

8 **CLASS ACTION ALLEGATIONS**

9 **13. Definition:** Plaintiff seeks class certification pursuant to California Code of
10 Civil Procedure § 382 of a class of all hourly-paid, non-exempt employees of Defendants who
11 worked in California during the period from October 10, 2021, to the present, including the
12 following Subclasses:

13 **(a) Meal Period Subclass:** all hourly-paid, non-exempt employees of
14 Defendants who worked one or more shifts in excess of six (6) hours in
15 California during the period from October 10, 2021, to the present;

16 **As an alternative to Subclass (a):** all hourly-paid, non-exempt employees of
17 Defendants who worked one or more shifts in excess of six (6) hours in
18 California without receiving a 30-minute break during which they were
19 relieved of all duties, during the period from October 10, 2021, to the
20 present;

21 **(b) Rest Break Subclass:** all hourly-paid, non-exempt employees of
22 Defendants who worked one or more shifts of three and one-half (3.5)
23 hours or more in California during the period from October 8, 2021, to
24 the present;

25 **As an alternative to Subclass (b):** all hourly-paid, non-exempt employees of
26 Defendants who worked one or more shifts of three and one-half (3.5)
27 hours or more in California without receiving all required and paid 10-
28 minute breaks during which they were relieved of all duties, during the

period from October 10, 2021, to the present;

(c) **Overtime Subclass:** all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in California during the period from October 10, 2021, to the present;

As an alternative to Subclass (c): all hourly-paid, non-exempt employees of Defendants who worked one or more shifts in excess of eight (8) hours in a day or forty (40) hours in California and were not properly paid all overtime wages during the period from October 10, 2021, to the present;

(d) **Minimum Wage Subclass** all hourly-paid, non-exempt employees of Defendants who worked in California and were not properly paid all minimum wages during the period from October 10, 2021, to the present;

(e) **Reimbursement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and who incurred business expenses that were not reimbursed during the period of October 10, 2021, to the present;

(f) **Wage Statement Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and received an itemized wage statement during the period of October 10, 2022, to the present;

(g) **Terminated Employee Subclass:** all hourly-paid, non-exempt employees of Defendants who worked in California and who were not properly paid all wages on termination or within 72 hours thereof during the period of October 10, 2022, to the present;

14. Numerosity: The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by objective, easily understood terms contained within the Class and Subclass definitions, and by review of Defendants' records, including payroll records.

15. Adequacy of Representation: Plaintiff is fully prepared to take all necessary

1 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's
2 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff.
3 Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and
4 currently have a number of wage-and-hour class actions pending in California courts.

5 **16.** Defendants administered a corporate policy, practice and/or procedure of (1)
6 failing to pay all overtime and minimum wages; (2) failing to provide meal periods and rest
7 breaks; (3) failing to reimburse necessary work-related expenses; (4) failing to provide
8 accurate wage statements; (5) failing to timely pay all wages due and owing upon termination
9 of employment; and (6) engaging in unfair business practices. Plaintiff alleges this corporate
10 conduct is accomplished with the advance knowledge and designed intent to willfully withhold
11 appropriate wages for work performed members of the Class.

12 **17. Common Question of Law and Fact:** There are predominant common
13 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
14 Class concerning whether Defendants' policies and practices regularly denied Class Members
15 overtime and minimum wages, meal periods and rest breaks, reimbursements, accurate wage
16 statements, and wages upon termination of employment.

17 **18. Typicality:** The claims of Plaintiff are typical of the claims of all members of
18 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
19 Code §§ 201 to 204, 226, 226.7, 510, 512, 1194, 2802, IWC Wage Order 16-2001, and the
20 UCL. Plaintiff worked at least one shift of 3.5 hours or more during which he was not
21 authorized and permitted all duty-free, legally mandated rest breaks. Plaintiff worked at least
22 one shift in excess of six hours during which he was not provided all duty-free, legally
23 mandated meal periods. Plaintiff incurred business expenses that were not reimbursed,
24 including for the required use of his personal cell phone for business purposes. Plaintiff worked
25 at least one shift over eight hours during which he was not paid for all hours worked, including
26 overtime hours worked. Plaintiff received wage statements during his employment. Plaintiff's
27 employment terminated during the statutory period and Plaintiff was not timely paid all wages
28 due and owing him upon termination.

1 **19.** The Labor Code upon which Plaintiff bases his claims is broadly remedial in
2 nature. These laws and labor standards serve an important public interest in establishing
3 minimum working conditions and standards in California. These laws and labor standards
4 protect the average working employee from exploitation by employers who may seek to take
5 advantage of superior economic and bargaining power in setting onerous terms and conditions
6 of employment.

7 **20.** The nature of this action and the format of laws available to Plaintiff and
8 members of the Class identified herein make the class action format a particularly efficient and
9 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
10 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
11 advantage since it would be able to exploit and overwhelm the limited resources of each
12 individual plaintiff with their vastly superior financial and legal resources. Requiring each
13 Class Member to pursue an individual remedy would also discourage the assertion of lawful
14 claims by employees who would be disinclined to file an action against their former and/or
15 current employer for real and justifiable fear of retaliation and permanent damage to their
16 careers at subsequent employment.

17 **21.** The prosecution of separate actions by the individual Class Members, even if
18 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
19 respect to individual Class Members against the Defendants and which would establish
20 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
21 respect to individual Class Members which would, as a practical matter, be dispositive of the
22 interest of the other Class Members not parties to the adjudications or which would
23 substantially impair or impede the ability of the Class Members to protect their interests.
24 Further, the claims of the individual members of the Class are not sufficiently large to warrant
25 vigorous individual prosecution considering all of the concomitant costs and expenses.

26 **22.** Such a pattern, practice and administration of corporate policy regarding illegal
27 employee compensation described herein is unlawful and creates an entitlement to recovery by
28 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full

1 amount of minimum and overtime wages, meal period and rest break premiums,
2 reimbursements, and penalties, including interest thereon, attorneys' fees and costs of suit, as
3 well as consequential damages.

4 **23.** Proof of a common business practice or factual pattern, which Plaintiff
5 experienced and is representative of, will establish the right of each Class Member to recovery
6 on the causes of action alleged herein.

7 **24.** The Class is commonly entitled to a specific fund with respect to the
8 compensation illegally and unfairly retained by Defendants. This action is brought for the
9 benefit of the entirety of all Class and will result in the creation of a common fund.

10 **FIRST CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

12 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

13 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**

14 **SUBCLASSES (a), (b), (f), and (g))**

15 **25.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 24 as
16 though fully set forth herein.

17 **26.** At all times relevant herein, Plaintiff and the Class and Subclasses (a), (e), and
18 (f) had the right to take a 10-minute rest break for every four (4) hours worked or major
19 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

20 **27.** As a pattern and practice, Defendants regularly did not provide employees with
21 all their meal periods and rest breaks and did not provide proper compensation for this failure.

22 **28.** Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
23 (a), (e), and (f) with all legally-mandated meal periods and rest breaks is a violation of
24 California law.

25 **29.** Defendants willfully failed to pay employees whom they did provide the
26 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
27 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses
28 (a), (e), and (f) are owed wages for meal period and rest break premiums as set forth above.

1 **30.** Such a pattern, practice and administration of corporate policy as described
2 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and
3 Subclasses (a), (e), and (f) identified herein, in a civil action, for the balance of the unpaid
4 premium compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
5 including interest, attorneys' fees, and costs of suit.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**

8 **REGARDING OVERTIME AND MINIMUM WAGES**

9 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF THE CLASS AND**
10 **SUBCLASSES (c), (d), (f), and (g))**

11 **31.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
12 though fully set forth herein.

13 **32.** At all times relevant herein, Defendants were required to compensate their non-
14 exempt employees' minimum wages for all hours worked and overtime wages for all hours
15 worked over eight (8) hours in a day or forty (40) hours in a workweek.

16 **33.** As a pattern and practice, Defendants regularly failed to compensate employees
17 for all hours worked, resulting in a failure to pay all minimum wages and, where applicable,
18 overtime wages.

19 **34.** This resulted in Plaintiff and the Class and Subclasses (c), (d), (f), and (g)
20 receiving total wages in an amount less than minimum wage and, when applicable, deprived
21 Plaintiff and the Class and Subclasses (c), (d), (f), and (g) of overtime wages.

22 **35.** Such a pattern, practice and administration of corporate policy regarding illegal
23 employee compensation as described herein is unlawful and creates an entitlement to recovery
24 by Plaintiff and the Class and Subclasses (c), (d), (f), and (g) in a civil action, for the unpaid
25 balance of the full amount of minimum wages owing, including liquidated damages, interest,
26 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 1194.
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28

1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 **REGARDING BUSINESS EXPENSES**

4 **(AGAINST ALL DEFENDANTS BY PLAINTIFFS ON BEHALF OF THE CLASS AND**
5 **SUBCLASSES (e), (f), and (g))**

6 **36.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 35 as
7 though fully set for herein.

8 **37.** At all times relevant herein, Defendants were required to indemnify their
9 employees for all necessary expenditures or losses incurred in direct consequence of the
10 discharge of the employees' duties, or of the employees' obedience to the directions of the
11 employer pursuant to California Labor Code § 2802.

12 **38.** In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and
13 the Class and Subclasses (e), (f), and (g) for all necessary work-related expenses, including, but
14 not limited to, the required use of personal cell phones for business purposes.

15 **39.** Such a pattern, practice and administration of corporate policy as described
16 herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class and
17 Subclasses (e), (f), and (g) in a civil action, for all damages and/or penalties pursuant to Labor
18 Code § 2802, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit
19 according to the mandate of California Labor Code § 2802.

20 **40.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (e),
21 (f), and (g) the wages due and owing them upon separation from employment results in
22 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
23 Plaintiff and Class Members who have separated from employment are entitled to
24 compensation pursuant to Labor Code § 203.

1 **FOURTH CAUSE OF ACTION**
2 **REGARDING RECORD KEEPING**
3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
4 **THE CLASS AND ALL SUBCLASSES)**

5 **41.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 40 as
6 though fully set forth herein.

7 **42.** At all times relevant herein, Defendants were required to maintain accurate
8 records pursuant to the mandate of Labor Code § 226.

9 **43.** In violation of Labor Code § 226, Defendants failed in their affirmative
10 obligation to keep *accurate* records for their California employees. For example, as a result of
11 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
12 Plaintiff and the Class and all Subclasses' gross wages earned, total hours worked, net wages
13 earned, and all applicable hourly rates and the number of hours worked at each hourly rate.
14 Plaintiff received at least one such wage statement during his employment with Defendants.

15 **44.** Such a pattern, practice and uniform administration of corporate policy as
16 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
17 Class and all Subclasses identified herein, in a civil action, for all damages and/or penalties
18 pursuant to Labor Code § 226, including interest thereon, penalties, reasonable attorneys' fees,
19 and costs of suit.

20 **FIFTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE SECTIONS 201 to 204**
22 **REGARDING WAITING TIME PENALTIES**
23 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
24 **THE CLASS AND ALL SUBCLASSES)**

25 **45.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as
26 though fully set for herein.

27 **46.** At all times relevant herein, Defendants were required to pay their employees
28 all wages owed in a timely fashion at the end of employment pursuant to California Labor

Code §§ 201 to 204.

47. As a result of Defendants' alleged Labor Code violations alleged above, Defendants regularly failed to pay Plaintiff and the Class and all Subclasses their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code § 203.

48. The conduct of Defendants and their agents and employees as described herein was willfully done in violation of Plaintiff and the Class and all Subclasses' rights, and done by managerial employees of Defendants.

49. Defendants' willful failure to provide Plaintiff and the Class and all Subclasses the wages due and owing them upon separation from employment results in a continuation of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED EMPLOYEES)

50. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 49 as though fully set forth herein.

51. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

52. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required to,

nor does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

53. On October 10, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. To date, he has not received a response.

54. Plaintiff and the other non-exempt employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Provide Meal Periods and Rest Breaks

55. At all times relevant herein, Defendants were required to provide a 30-minute meal period for every five (5) hours worked, pursuant to the mandate of Labor Code §§ 226.7, 512, and 558.

56. During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved employees with the opportunity to take legally compliant meal periods and/or rest breaks and/or the opportunity to take timely meal periods. Meal periods were late, short, or missing, as reflected in Defendant’s records, and Defendant failed to pay premium wages.

Failure to Pay Overtime and Minimum Wages

57. At all times relevant herein, Defendants were required to compensate their non-exempt, hourly-paid employees minimum wages for all hours worked, and overtime wages as applicable, pursuant to the mandate of Labor Code §§ 510, 1194, 1197, and 1197.1.

58. As a pattern and practice, Defendants failed to compensate Plaintiff and other similarly-situated current and former employees for all hours worked, including time spent working through recorded meal periods and time spent working “unauthorized” overtime. Plaintiff contends he and other aggrieved employees were at times either not provided the opportunity to take meal periods and/or not provided the opportunity to take timely meal periods, but were still required to record the meal period despite continuing to work. Further, Defendant maintained a strict “no overtime” policy, and any overtime worked was “shaved” from employee time records. This resulted in a failure to compensate Plaintiff and other aggrieved employees all minimum wages due and owing for off-the-clock work, and overtime

wages, as applicable.

Failure to Timely Pay Wages During Employment

59. At all times relevant herein, Defendants were required to pay their employees within the time limits specified under Labor Code §§ 203.1 and 204.

60. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within the time period specified by Labor Code § 204, including as outlined above.

Failure to Timely Pay Wages During and Upon Termination of Employment

61. At all times relevant herein, Defendants were required to pay their employees in a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

62. As a result of Defendants' Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved employees all wages due them within the time periods specified by Labor Code §§ 201-204 during and upon termination of employment.

Failure to Provide Complete and Accurate Wage Statements

63. At all times relevant herein, Defendants were required to keep *accurate* records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and 1174(d), and to produce records upon request within the time required by Labor Code § 226(c).

64. As a result of Defendants' various Labor Code violations, Defendants failed to keep accurate records regarding Plaintiff and other similarly-situated current and former employees. For example, Defendants failed in their affirmative obligation to keep accurate records regarding Plaintiff and other similarly-situated current and former employees' gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each hourly rate.

Failure to Reimburse Necessary Work-Related Expenses

65. Labor Code section 2802 requires employers to reimburse employees for necessary work-related expenses.

66. During the relevant time period, Defendants failed to reimburse Plaintiff and other aggrieved employees for their full business expenses, including, but not limited to, the

required use of personal cell phones for business purposes.

Penalties

67. Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

68. Penalties under California Labor Code § 2699 in the amount of up to two hundred dollars (\$200) for each aggrieved employee per pay period.

69. Penalties under California Labor Code § 210 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus 25% of the amount unlawfully withheld;

70. Penalties in the amount of \$25 per employee per pay period for inaccurate wage statements, \$250 per employee for missing wage statements, and \$750 for failure to produce records upon request;

71. Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

72. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

73. Penalties in an amount sufficient to recover unreimbursed business expenses pursuant to Labor Code section 2802(d);

74. Any and all additional penalties and sums as provided by the Labor Code and/or other statutes; and

75. Attorneys' fees and costs as permitted by law.

1 **SEVENTH CAUSE OF ACTION**

2 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

4 **THE CLASS AND ALL SUBCLASSES)**

5 **76.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 75 as
6 though fully set for herein.

7 **77.** Defendants, and each of them, have engaged and continue to engage in unfair
8 and unlawful business practices in California by practicing, employing and utilizing the
9 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
10 all overtime and minimum wages, (2) all meal period wages, (3) reimbursements, (4) accurate
11 wage statements, and (5) all wages due and owing upon termination of employment.

12 **78.** Defendants' utilization of such business practices constitutes unfair, unlawful
13 competition and provides an unfair advantage over Defendants' competitors.

14 **79.** The acts complained of herein occurred within the last four years preceding the
15 filing of the complaint in this action.

16 **80.** Defendants have engaged in unlawful, deceptive and unfair business practices,
17 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
18 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working
19 condition standards and conditions due to them under the California laws and IWC Wage
20 Orders as specifically described therein.

21 **81.** Plaintiff seeks, on his own behalf, and on behalf of other members of the Class
22 and Subclasses who are similarly situated, full restitution of monies, as necessary and
23 according to proof, to restore any and all monies withheld, acquired and/or converted by the
24 Defendants by means of the unfair practices complained of herein.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose
27 behalf this suit is brought against Defendants, jointly and severally, as follows:

28 1. For an order certifying the proposed Class;

2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs;
5. Upon the Second Cause of Action, for all minimum and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for reimbursements, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for all minimum wages owed, for waiting time wages according to proof pursuant to California Labor Code §203;
9. Upon the Sixth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 510, 558, 1174(d), 1194, 1197.1, 2802, and Wage Order 16-2001 § 5;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and
11. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.5, 218.6, 226, 1194, 2802, PAGA, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

1 Dated: December 15, 2025

YOON LAW, APC

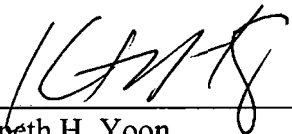
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3 
4 Kenneth H. Yoon
Attorneys for Plaintiff Craig Chacon

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6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, for himself and the Class and Subclasses, hereby demands a jury trial as
8 provided by California law.

9 Dated: December 15, 2025

YOON LAW, APC

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12 Kenneth H. Yoon
Attorneys for Plaintiff Craig Chacon

PROOF OF SERVICE

1 **STATE OF CALIFORNIA**

2 **COUNTY OF NEVADA**

)
) **ss.**
)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
4 and not a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California
5 91103.

6 On December 15, 2025 I served the following documents described as:

7 **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**
8 **FOR DAMAGES AND PENALTIES**

9 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed
10 as shown on the attached mailing list.

11 ☐ (BY FACSIMILE)

12 I am readily familiar with the business practices of this office. The telephone number of the
13 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules
14 2003(3) of the California Rules of Court. Upon transmission, no error was reported by the
15 facsimile machine and a printed copy of the machine's transmission record indicating that the
16 transmission was successfully completed is attached to this declaration.

17 ☐ By having copies personally delivered to the designated party(ies).

18 ☐ (BY MAIL)

19 I am familiar with my employer's mail collection and processing practices; know that mail is
20 collected and deposited with the United States Postal Services on the same day it is deposited in
21 interoffice mail; and know that postage thereon is fully prepaid.

22 ☒ (BY E-MAIL)

23 The documents were sent to the email addresses listed in the Service List as an attachment, and
24 were sent from the electronic service address referenced under the signature box below. Upon
25 sending, no error or other indication that the electronic transmission was unsuccessful was
26 reported.

27 ☐ (BY FEDERAL EXPRESS COURIER)

28 I am "readily familiar" with the firm's practice of collection and processing correspondence
for Federal Express delivery. Under that practice it would be deposited with the Federal
Express Courier on that same day at Los Angeles, California in the ordinary course of
business.

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

☐ (Federal) I declare that I am employed in the office of a member the Bar of this Court at
whose direction the service was made.

Executed on December 15, 2025, at Pasadena, California.



JAE CHOI
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Craig Chacon v. Robinson Enterprises, Inc.
Superior Court of California, County of Nevada, Case No. CU0002401

SERVICE LIST

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