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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE
(UNLIMITED JURISDICTION)

ELOY MACEDONIO, JESUS
MACEDONIO, and NORLAN CRUZ on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

K&M VISSER DAIRY; KEITH VISSER,
individually; BRYCE VISSER, individually;
WESTON VISSER, individually; and DOES 1
through 50, inclusive,

Defendants.

Case No. VCU316060

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME WAGES;**
- 2. FAILURE TO PERMIT AND AUTHORIZE ADEQUATE REST PERIODS;**
- 3. FAILURE TO PROVIDE ADEQUATE MEAL PERIODS;**
- 4. FAILURE TO INDEMNIFY FOR NECESSARY WORK-RELATED EXPENSES;**
- 5. FAILURE TO PAY WAGES DUE TO FORMER EMPLOYEES;**
- 6. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS;**
- 7. UNLAWFUL BUSINESS PRACTICES; and**
- 8. PRIVATE ATTORNEYS GENERAL ACT (PAGA).**

1 Plaintiffs Eloy Macedonio, Jesus Macedonio, and Norlan Cruz (“Plaintiffs”) bring this
2 lawsuit as a class action on behalf of themselves and all others similarly situated, and allege on
3 information and belief, as follows:

4 **GENERAL ALLEGATIONS**

5 1. Plaintiffs bring this employment class action on behalf of themselves and a putative
6 Class against Defendants K&M Visser Dairy, Keith Visser, Bryce Visser, and Weston Visser
7 (collectively “Defendants”).

8 2. The putative Class consists of all persons who are employed or have been employed
9 by Defendants as dairy workers at their facilities in California at any time since four years prior to
10 the filing of this Complaint and through the date of the final disposition of this action (“the Class
11 Period”).

12 3. Plaintiffs allege that Defendants routinely violated state laws by, inter alia: failing to
13 pay overtime wages; failing to provide legally-compliant meal and rest periods, or to pay premiums
14 for meal and rest periods which were not provided or were inadequate; failing to pay for necessary
15 work-related expenses, such as work boots and water; failing to timely pay all wages and money due
16 at the time of separation of employment; and, failing to provide accurate itemized wage statements.
17 Plaintiffs seek unpaid wages, damages, restitution, interest, penalties, reasonable attorneys’ fees and
18 costs, and other relief on behalf of themselves and other similarly situated employees of Defendants.

19 4. Plaintiffs bring this action against Defendants pursuant to Labor Code sections 201
20 and 202 (timely payment of final wages), 203 (waiting time penalties), 226 (inaccurate wage
21 statements), 226.7 and 512 (rest and meal periods), 510, 1194, and 1198 (overtime wages), 2802
22 (indemnification of expenses), and 2698-2699 (PAGA); Industrial Welfare Commission (IWC)
23 Wage Order No. 14-2001; Business and Professions Code section 17200, et seq. (unlawful business
24 practices); and Labor Code sections 218.5, 1194 and 2802 and Code of Civil Procedure section
25 1021.5 (attorneys’ fees and costs).

26 **JURISDICTION AND VENUE**

27 5. The Court has jurisdiction over this class action pursuant to article VI, section 10 of
28 the California Constitution and Code of Civil Procedure section 410.10.

6. Venue is proper in this district pursuant to Code of Civil Procedure section 395, subdivision (a). Defendants operate and reside in Tulare County, maintain offices, transact business, and/or have an agent in Tulare County. Plaintiffs and the Class were employed by Defendants in Tulare County, and most of the unlawful employment practices alleged herein took place in Tulare County.

PARTIES

7. Plaintiff Eloy Macedonio was employed by Defendants as an outside worker at their dairy farm from approximately November 2022 to September 2024.

8. Plaintiff Jesus Macedonio was employed by Defendants as an outside worker at their dairy farm from approximately January 2022 to October 2024.

9. Plaintiff Norlan Cruz was employed by Defendants as a milker and outside worker at their dairy farm from approximately 2020 to August 2024.

10. While employed by Defendants, Plaintiffs were not paid for all of their overtime hours worked.

11. Plaintiffs were not provided with legally compliant meal and rest periods. Throughout the relevant statutory period, Defendants did not provide Plaintiffs with all of their ten-minute rest periods even though they typically worked over 10 hours per day. During the relevant statutory period, Plaintiffs also were not provided with legally compliant meal breaks. Defendants did not pay Plaintiffs premium compensation for the meal and rest breaks they did not adequately receive.

12. During the Class Period, Defendants failed to provide Plaintiffs with special boots and adequate drinking water, work items that Defendants were obligated to provide and failed to provide as a necessary work-related expense.

13. While employed by Defendants, Plaintiffs were not provided with accurate itemized wage statements pursuant to Labor Code § 226. These paychecks did not include all the overtime pay owed to employees, all premium wages due for all missed meal and rest breaks, reimbursements for work-related expenses, and the employer address for K&M Visser Dairy. To date, Defendants have not paid Plaintiffs for all overtime wages, all premium pay for inadequate meal and rest periods,

1 waiting time penalties, reimbursements for the purchase of boots and drinking water, or any interest
2 on these amounts.

3 14. Plaintiffs bring the Labor Code, Wage Order, and Business and Professions Code
4 claims enumerated herein on behalf of themselves and a putative Class consisting of all persons who
5 were or have been employed as nonexempt employees at Defendants' dairy facilities in California at
6 any time from four years prior to the date of filing of this Complaint to the date of entry of judgment
7 (the Class Period). The putative Plaintiff Class consists of over 75 individuals.

8 15. Defendant K&M Visser Dairy is believed to be a business organization, form
9 unknown, doing business in the State of California, County of Tulare as K&M Visser Dairy.

10 16. Defendant Keith Visser is a resident of Tulare County. Plaintiffs are informed and
11 believe and thereon allege that Keith Visser is an owner and operator of K&M Visser Dairy, which
12 are dairies located in Tulare County. At all times relevant herein, Keith Visser was the employer of
13 Plaintiffs and all members of the putative Class and liable to them as such, individually and as an
14 owner and operator of K&M Visser Dairy, and other dairies he may operate and manage, as
15 hereinafter alleged.

16 17. Defendant Bryce Visser is a resident of Tulare County. Plaintiffs are informed and
17 believe and thereon allege that Bryce Visser is an owner and operator of K&M Visser Dairy, which
18 are dairies located in Tulare County. At all times relevant herein, Bryce Visser was the employer of
19 Plaintiffs and all members of the putative Class and liable to them as such, individually and as an
20 owner and operator of K&M Visser Dairy, and other dairies he may operate and manage, as
21 hereinafter alleged.

22 18. Defendant Weston Visser is a resident of Tulare County. Plaintiffs are informed and
23 believe and thereon allege that Weston Visser is an owner and operator of K&M Visser Dairy, which
24 are dairies located in Tulare County. At all times relevant herein, Weston Visser was the employer
25 of Plaintiffs and all members of the putative Class and liable to them as such, individually and as an
26 owner and operator of K&M Visser Dairy, and other dairies he may operate and manage, as
27 hereinafter alleged.

19. Plaintiffs are ignorant of the true names and capacities of the Defendants named herein as Does 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will amend this Complaint to show the true names and capacities when ascertained. Plaintiffs are likely to have evidentiary support, after a reasonable opportunity for further investigation, research, and discovery, to support their allegation that each of the fictitiously-named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiffs' and the Class' damages were proximately caused by such occurrences.

JOINT AND SEVERAL LIABILITY

20. Defendants are jointly and severally liable as an employer for the harms alleged in this Complaint because they all have: (1) exercised control over the hours, wages, or working conditions of Plaintiffs and the Class; (2) suffered or permitted Plaintiffs and the Class to work; and/or (3) “engaged” Plaintiffs and the Class, thereby creating a common law employment relationship. Plaintiffs and all members of the Class were employees of the named Defendants and Does 1-50 within these definitions.

21. As Plaintiffs' and the Class' joint employers, Defendants are jointly and severally liable for Plaintiffs' and the Class' owed damages, premium pay, restitution, liquidated damages, statutory penalties, interest, attorneys' fees and costs, and other relief under the Labor Code and other laws herein alleged.

22. Plaintiffs are informed and believe and thereon allege that, at all times relevant herein, the Defendants, including the Doe Defendants, acted in concert and in furtherance of each other's interest. The acts of Defendants, as described herein, were known to and ratified by other Defendants.

23. Plaintiffs are informed and believe and thereon allege that at all times material to this action, each Defendant—including each sued herein as Doe—was the agent, or employee of, or co-conspirator with and/or working in concert with, each of the remaining Defendants and was at all times acting within the purpose and scope of such agency, employment, concerted activity, or conspiracy. Plaintiffs further allege that to the extent that specific acts or omissions were perpetrated

1 by the Defendants, the remaining Defendant or Defendants confirmed and ratified said acts and
2 omissions.

3 **CLASS ACTION ALLEGATIONS**

4 24. **Proposed Class.** Pursuant to Code of Civil Procedure section 382, Plaintiffs bring
5 this action on behalf of a putative Class defined as all persons who are employed or have been
6 employed by Defendants as dairy workers at their facilities in California at any time since four years
7 prior to the filing of this Complaint and through the date of the final disposition of this action (“the
8 Class Period”).

9 25. **Ascertainability.** The Class is ascertainable because the identity of Class members
10 can be determined from Defendants’ payroll and time records.

11 26. **Numerosity.** The Class is so numerous that the individual joinder of all members is
12 impractical. While the exact number of members of the Class are unknown to Plaintiffs at this time,
13 Plaintiffs allege on information and belief that the Class includes over 75 members.

14 27. **Typicality.** Plaintiffs’ claims are typical of the claims of the Class in that they arise
15 from Defendants’ failure to conform their wage and hour practices to the requirements of the Labor
16 Code and the applicable Wage Order. Plaintiffs were employed as nonexempt workers at Defendants’
17 dairy facilities during the Class Period, and were underpaid because of Defendants’ unlawful
18 employment policies and practices.

19 28. **Adequacy of Plaintiffs as Class Representatives and Counsel for the Class.**
20 Plaintiffs can adequately and fairly represent the interests of the Class as defined above because their
21 individual interests are consistent with, not antagonistic to, the interests of the Class. Plaintiffs’
22 counsel possess the requisite resources and ability to prosecute this case as a class action and are
23 experienced employment attorneys who have successfully litigated other cases involving similar
24 issues.

25 29. **Predominant Questions of Law or Fact.** Common questions of law and fact exist
26 as to all members of the Class, and predominate over questions that affect only individual members.
27 The common questions of law and fact include, but are not limited to:

28 (a) Whether Defendants violated the Labor Code and applicable Wage Order by failing to pay

- 1 overtime wages owed to the Class;
- 2 (b) Whether Defendants violated Labor Code section 226.7 and the applicable IWC Wage Order
- 3 by failing to provide adequate rest periods to which Plaintiffs and the Class were entitled;
- 4 (c) Whether Defendants violated Labor Code sections 226.7 and 512 and the applicable IWC
- 5 Wage Order by failing to provide legally compliant meal periods to which Plaintiffs and the
- 6 Class were entitled;
- 7 (d) Whether Defendants violated Labor Code section 226.7, subdivision (c), by failing to pay
- 8 Plaintiffs and the Class premium pay for missed or inadequate meal and rest periods;
- 9 (e) Whether Defendants violated Labor Code section 2802 and the applicable Wage Order by
- 10 failing to provide boots and drinking water and to indemnify Plaintiffs and the Class for such
- 11 work-related expenses;
- 12 (f) Whether Defendants' pay practices resulted in the willful failure to pay all earned wages to
- 13 Plaintiffs and some members of the Class on their separation from employment, in violation
- 14 of Labor Code sections 201 to 203;
- 15 (g) Whether Defendants' practice of not listing certain information on wage statements, such as
- 16 accurate pay and their address, violated Labor Code section 226;
- 17 (h) What relief is necessary to remedy Defendants' unlawful conduct as herein alleged;
- 18 (i) Other common questions of law and fact; and,
- 19 (j) Plaintiffs anticipate that Defendants' affirmative defenses will raise additional common
- 20 issues of fact and law.

21 30. **Superiority of Class Action Mechanism.** Class certification is appropriate because

22 Defendants have implemented a scheme that is generally applicable to the Class, making it

23 appropriate to grant relief with respect to the Class as a whole. Class action treatment will allow

24 similarly-situated persons to litigate their claims in the manner that is most efficient and economical

25 for the parties and the judicial system. Further, the prosecution of separate actions against Defendants

26 by individual class members may create a risk of inconsistent or varying adjudications that would

27 establish incompatible standards of conduct for Defendants. For these and other reasons, a class

28 action is superior to other available methods for the fair and efficient adjudication of the controversy

1 set forth in this Complaint.

2
3 **FIRST CAUSE OF ACTION**
4 **Failure to Pay Overtime Wages**
(Labor Code §§ 218.6, 510, 1194, 1198; IWC Wage Order No. 14)
(By Plaintiffs and Putative Class Against All Defendants)

5 31. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
6 contained in the preceding paragraphs, as though fully set forth herein.

7 32. Before January 1, 2019, nonexempt employees covered by Wage Order No. 14 were
8 entitled to one and one-half times their hourly pay for all hours worked more than 10 hours in any
9 workday, for the first 8 hours worked on the 7th consecutive day of work in a workweek, and for any
10 work in excess of 60 hours in any one workweek. (Wage Order No. 14 § 3.) The law changed
11 effective January 1, 2019 for employers with 26 or more employees, requiring overtime pay for all
12 hours worked more than 9.5 hours in any workday, for the first 8 hours worked on the 7th consecutive
13 day of work in a workweek, and for any work in excess of 55 hours in any one workweek. (*Id*; Lab.
14 Code, § 860). Effective January 1, 2020, overtime had to be paid after working 9 hours in a day
15 (and/or 50 hours in a workweek) and effective January 1, 2021, after working more than 8.5 hours
16 in a day (and/or more than 45 hours in a workweek). Effective January 1, 2022, overtime must be
17 paid after working 8 hours in a day (and/or more than 40 hours in a workweek) and double the
18 employee's regular rate of pay for all hours worked over twelve (12) hours in any one workday.
19 Throughout their employment with Defendants, Plaintiffs and other aggrieved employees covered
20 by Wage Order No. 14 routinely worked more than 12 hours per day. Defendants failed to
21 compensate Plaintiffs and the putative Class for all overtime hours worked.

22 33. As a result of Defendants' failure to provide Plaintiffs and members of the Class with
23 overtime pay in accordance with California law, Plaintiffs and members of the Class have been
24 deprived of wages due to them in amounts to be proven at trial.

25 34. Pursuant to law, including Labor Code section 218.6, Plaintiffs are entitled to recover
26 prejudgment interest on the amount of overtime wages owed, in an amount to be proven at trial.

27 35. Pursuant to Labor Code section 1194, subdivision (a), Plaintiffs and members of the
28 Class who have not been paid overtime compensation as required by Wage Order No. 14 and Labor

Code section 1198 are entitled to recover the full unpaid balance of such wages, interest thereon, reasonable attorneys' fees, and the costs of suit.

SECOND CAUSE OF ACTION
Failure to Permit and Authorize Adequate Rest Periods
(Labor Code § 226.7; IWC Wage Order No. 14)
(By Plaintiffs and Putative Class Against All Defendants)

36. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

37. Section 12 of IWC Wage Order No. 14 provides, in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. . . . Authorized rest period time shall be counted, as hours worked for which there shall be no deduction from wages."

38. Labor Code section 226.7 states: "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. [...] If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

39. Defendants failed to provide Plaintiffs and the Class with all rest periods as required by law. Plaintiffs and the Class regularly worked shifts long enough to be entitled to three or more rest periods, but Defendants did not provide them with all their rest breaks.

40. Based on their conduct, Defendants are liable for an additional hour of pay for each day on which a rest period was not provided, as well as civil penalties and the relief set out in the prayer for relief. Plaintiffs and the Class are also entitled to recover prejudgment interest on the amount of premiums owed, in an amount to be proven at trial.

THIRD CAUSE OF ACTION
Failure to Provide Adequate Meal Periods
(Labor Code §§ 512, 226.7; IWC Wage Order No. 14)
(By Plaintiffs and Putative Class Against All Defendants)

1 41. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
2 contained in the preceding paragraphs as though fully set forth herein.

3 42. Labor Code section 512, subdivision (a), and section 11 of Wage Order No. 14
4 provide, with exceptions not relevant here, that an employer may not employ any person for a work
5 period of more than five hours per day without providing a meal period of not less than 30 minutes,
6 and may not employ an employee for a work period of more than 10 hours per day without providing
7 a second meal period of not less than 30 minutes. Employers are prohibited from requiring
8 employees to work during meal periods. (Lab. Code, § 226.7, subd. (b).)

9 43. Pursuant to Labor Code section 226.7, subdivision (c), if an employer fails to provide
10 an employee a meal period in accordance with an applicable statute or Wage Order, then the
11 employer must pay the employee one additional hour of pay at the employee's regular rate of
12 compensation for each day that the meal period was not provided.

13 44. Defendants failed to provide Plaintiffs and the Class with all of their legally compliant
14 meal periods. Plaintiffs and the putative Class regularly worked in excess of ten hours per day but
15 were not provided with all of their timely meal periods.

16 45. Based on their conduct, Defendants are liable for an additional hour of pay for each
17 day on which a meal period was not provided, as well as civil penalties and the relief set out in the
18 prayer for relief. Plaintiffs and the Class are also entitled to recover prejudgment interest on the
19 amount of premiums owed, in an amount to be proven at trial.

20 **FOURTH CAUSE OF ACTION**
21 **Failure to Provide Necessary Protective Clothing and Failure to**
22 **Indemnify Employees for Work-Related Expenses**
 (Labor Code § 2802; IWC Wage Order No. 14)
 (By Plaintiffs and Putative Class Against All Defendants)

23 46. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
24 contained in the preceding paragraphs as though fully set forth herein.

25 47. Labor Code § 2802(a) requires an employer to indemnify its employees "for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
27 his or her duties." Labor Code § 2802(b) provides that all awards made under Labor Code § 2802(a)

1 shall “carry interest at the same rate as judgments in civil actions” and that interests “shall accrue
2 from the date on which the employee incurred the necessary expenditure or loss.”

3 48. Plaintiffs and members of the Class were required to use boots in the course and scope
4 of their employment with Defendants, and/or in order to protect themselves from injury or exposure
5 to health hazards on the job, such as excessive water, sick and/or injured cows, and chemicals.
6 Defendants have illegally failed to provide Plaintiffs and members of the Class with such work boots.
7 Moreover, Defendants failed to provide clean and adequate drinking water and employees had to
8 purchase bottled water to drink at work. Defendants’ failure to indemnify workers for necessary
9 work-related expenses violates IWC Wage Order No. 14 and Labor Code § 2802.

10 49. As a direct and proximate result of Defendants’ conduct, Plaintiffs and members of
11 the Class have suffered losses, in amounts according to proof at trial. Plaintiffs and members of the
12 Class, therefore, are entitled to restitution of all expenses incurred in the performance of their work
13 duties, reasonable attorneys’ fees and costs for Defendants’ violation of Labor Code § 2802.

14 **FIFTH CAUSE OF ACTION**
15 **Failure to Pay Wages Due to Former Employees**
16 **(Labor Code §§ 201-203)**
(By Plaintiffs and Putative Class Against All Defendants)

17 50. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
18 contained in the preceding paragraphs as though fully set forth herein.

19 51. By failing to compensate Plaintiffs and members of the Class who have quit or been
20 discharged during the Class Period as required by the Labor Code and the applicable Wage Order,
21 Defendants have also willfully failed to make timely payment of the full wages due to their former
22 employees, and thereby have violated Labor Code sections 201 and 202.

23 52. Pursuant to Labor Code section 203, Plaintiffs and members of the Class who have
24 quit or have been discharged from employment with Defendants during the Class Period are entitled
25 to waiting time penalties equal to up to 30 days’ pay per person, in an amount to be determined at
26 trial.

27 **SIXTH CAUSE OF ACTION**
Failure to Furnish Accurate Wage Statements
28 **(Labor Code § 226)**
(By Plaintiffs and Putative Class Against All Defendants)

1 53. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
2 contained in the preceding paragraphs as though fully set forth herein.

3 54. Labor Code section 226, subdivision (a), requires an employer to provide each
4 employee with an accurate itemized statement each time wages are paid. This wage statement must
5 show various matters, including address of the employer; gross wages earned; total hours worked by
6 the employee, with exceptions not relevant here; all deductions; net wages earned; the inclusive dates
7 of the period for which the employee is paid; the name of the employee and the last four digits of the
8 social security number or other identification number; the name and address of the legal entity that
9 is the employer, and all applicable hourly rates in effect during the pay period and the corresponding
10 number of hours worked at each hourly rate by the employee.

11 55. If an employer knowingly and intentionally fails to comply with section 226,
12 subdivision (a), then the employee is entitled to recover the greater of all actual damages or \$50 for
13 the initial violation and \$100 for each subsequent violation, up to \$4,000. (Lab. Code, § 226, subd.
14 (e)(1).)

15 56. Plaintiffs believe and thereon allege that Defendants knowingly and intentionally
16 failed to furnish them and the Class with accurate itemized wage statements. For example, the
17 statements did not include Defendant K&M Visser's address and the correct amount of overtime
18 earned. Further, the statements did not include premium wages due for all missed or inadequate meal
19 and rest breaks.

20 57. As a result of Defendants' failure to furnish accurate wage statements, Plaintiffs and
21 each member of the Class are entitled to wages and penalties in the amount of \$4,000 each pursuant
22 to Labor Code section 226, subdivision (e)(1).

23 58. Plaintiffs further demand reasonable attorneys' fees and costs, pursuant to Labor
24 Code section 226, subdivision (e)(1).

25 **SEVENTH CAUSE OF ACTION**
26 **Unlawful Business Practices**
27 **(Business and Professions Code § 17200, et seq.)**
28 **(By Plaintiffs and Putative Class Against Defendants)**

27 59. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
28 contained in the preceding paragraphs as though fully set forth herein.

1 60. Plaintiffs bring this cause of action as a representative action under the Unfair
2 Competition/Unlawful Business Practices Law, Business and Professions Code sections 17200, et
3 seq. (UCL).

4 61. Plaintiffs and members of the Class are “persons” within the meaning of Business and
5 Professions Code section 17204 who have suffered injury in fact as a result of Defendant’s unlawful
6 business practices and meet the requirements of Code of Civil Procedure section 382, as set forth
7 above, and therefore have standing to bring this claim for injunctive relief, restitution, and other
8 appropriate equitable relief. Plaintiffs and Class members seek to enforce important rights affecting
9 the public interest within the meaning of Code of Civil Procedure section 1021.5.

10 62. Defendants’ conduct as alleged herein constitutes unlawful business practices within
11 the meaning of the UCL. Defendants’ unlawful business practices include, without limitation, the
12 following:

- 13 (a) Failing to pay overtime compensation in violation of the Labor Code and IWC
14 Wage Order No. 14;
- 15 (b) Failing to authorize and permit rest periods as required by Labor Code section
16 226.7 and IWC Wage Order No. 14.
- 17 (c) Failing to provide legally-compliant meal periods as required by Labor Code
18 sections 226.7 and 512 and IWC Wage Order No. 14;
- 19 (d) Failing to pay premium pay for missed or inadequate meal and rest periods, as
20 required by Labor Code section 226.7, subdivision (c);
- 21 (e) Failing to provide all necessary work-related equipment and failing to indemnify
22 employees for work-related expenses incurred, in violation of Labor Code section
23 2802 and IWC Wage Order No. 14;
- 24 (f) Failing to timely pay all wages and money due at the time of separation of
25 employment as required by Labor Code sections 201 and 202, or to pay waiting
26 time penalties as required by Labor Code section 203; and
- 27 (g) Failing to provide accurate itemized wage statements as required by Labor Code
28 section 226, subdivision (a).

1 63. Plaintiffs reserve the right to identify additional unlawful practices by Defendants as
2 further investigation and discovery warrant.

3 64. Through the unlawful business practices alleged herein, Defendants have received
4 and retained funds that rightfully belong to Plaintiffs and the Class. Pursuant to Business and
5 Professions Code section 17203, the Court may restore to a party any money or property acquired
6 by means of unlawful business practices. Plaintiffs seek restitution of all unpaid wages, money, and
7 property of which they and the Class have been deprived as a result of Defendants' unlawful business
8 practices.

9 65. Injunctive relief pursuant to Business and Professions Code section 17203 is
10 necessary to prevent Defendants from continuing to engage in unlawful business practices as alleged
11 in this Complaint. Defendants and/or persons acting in concert with it, have done, are now doing,
12 and will continue to do or cause to be done, the illegal acts alleged in this Complaint, unless restrained
13 and enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions
14 will result. The continuing violation of law by Defendants will cause great and irreparable damage
15 to Plaintiffs, Class members, and the public at large, unless Defendants are immediately restrained
16 from committing further illegal acts.

17 **EIGHTH CAUSE OF ACTION**
18 **Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004**
19 **(Labor Code §§ 2698-2699, et seq.)**
20 **(By Plaintiff Jesus Macedonio and Similarly Aggrieved Workers Against All Defendants)**

21 66. Plaintiff hereby re-alleges and incorporates by reference each and every allegation
22 contained in the preceding paragraphs as though fully set forth herein.

23 67. Plaintiff, as an aggrieved employee, brings this claim pursuant to California Labor
24 Code §§ 2698-2699 on behalf of himself and all other current or former similarly aggrieved
25 employees of Defendants in California at any time for which recovery is authorized under Labor
26 Code §§ 2698-2699, *et seq.* Pursuant to California Labor Code § 2699.3, on October 1, 2025,
27 Plaintiff, by and through his counsel, filed online and sent notice online to the Labor and Workforce
28 Development Agency (LWDA) and by certified mail to the Defendants' counsel of the specific
provisions of the Labor Code that have been violated ("PAGA Notice"), including the facts and

1 theories to support the violations. The LWDA has not responded to Plaintiff's PAGA Notice as of
2 the date of this First Amended Complaint.

3 68. As alleged above, Defendants have violated the provisions of the California Labor
4 Code, specifically the failure to pay overtime, provide meal and rest periods, reimburse business
5 expenses, timely pay owed wages for all hours worked, and provide accurate itemized wage
6 statements. Plaintiff seeks recovery of unpaid wages and penalties resulting from said violations on
7 behalf of himself and all other similarly aggrieved employees of Defendants in California at any time
8 for which recovery is authorized under California Labor Code §§ 2698-2699.

9 69. Pursuant to California Labor Code § 2699, Plaintiff is entitled to recover civil
10 penalties for Defendants' violations of Labor Code sections 226, 226.3, 226.7, 510, 512, 1194, 1198,
11 and 2802.

12 70. Plaintiff requests an award of attorneys' fees and costs, including as authorized under
13 California Labor Code §2699, and the relief set out in the prayer for relief.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs pray for the following relief:

- 16 1. Certification of the action as a class action on behalf of the putative Class as to all
17 causes of action herein, appointment of Plaintiffs as class representatives, and
18 appointment of Plaintiffs' counsel as class counsel;
- 19 2. An injunction requiring Defendants to immediately cease and desist from engaging
20 in the unlawful business practices complained of herein;
- 21 3. Restitution of all unpaid wages, including unpaid overtime compensation owed to
22 Plaintiffs and members of the Class, in an amount according to proof;
- 23 4. Restitution of all unpaid premium pay owed to Plaintiffs and members of the Class
24 equal to one hour of pay per employee for each workday in which a required rest
25 period was not authorized and permitted, and one hour of pay per employee for each
26 workday in which a required meal period was not provided, pursuant to Labor Code
27 section 226.7, subdivision (c), in an amount according to proof;
- 28 5. Indemnification of all work-related expenses and reimbursement of all necessary

1 and/or required equipment incurred by Plaintiffs and members of the Class, pursuant
2 to Labor Code section 2802, in an amount according to proof;

- 3 6. Waiting time penalties on wages due to Plaintiffs and members of the Class who have
4 resigned or been discharged during the Class Period pursuant to Labor Code section
5 203, in an amount according to proof;
- 6 7. Restitution of all other wages and benefits due and restitution of all profits acquired
7 by Defendants by means of any unlawful business practice, in an amount according
8 to proof;
- 9 8. Actual and/or liquidated damages pursuant to Labor Code section 226, subdivision
10 (e);
- 11 9. Accrued interest, pursuant to Labor Code sections 218.6, 226.7, 1198, and 2802, and
12 Civil Code section 3287;
- 13 10. PAGA Penalties pursuant to Labor Code sections 2698-99;
- 14 11. Attorneys' fees, statutory costs and litigation expenses in an amount the Court
15 determines to be reasonable, pursuant to Labor Code sections 218.5, 1194, and 2802,
16 and Code of Civil Procedure section 1021.5; and
- 17 12. For such other and further relief as the court deems just, equitable, and proper.
- 18

19 Dated: December 11, 2025

LAW OFFICES OF ENRIQUE MARTINEZ

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21 By:

Enrique Martinez

Enrique Martinez

Attorneys for Plaintiffs and the Putative Class

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