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Superior Court of California,
County of Placer
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By: Cristina Vallan-Brown
Deputy Clerk

8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF PLACER**

11 LETICIA ALVAREZ, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 PRECISION FLUID CONTROLS, INC., a
16 California Corporation, and DOES 1 through
50, inclusive,

17 Defendants.

CASE NO. S-CV-0053902

FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE PAGA COMPLAINT

JURY TRIAL DEMANDED

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1 Orders by withholding wages, including overtime wages, from the class members, (3) whether
2 Defendant provided the class members with all required meal periods on a fully-compliant basis,
3 or compensation in lieu thereof; (4) whether Defendant provided the class members with all
4 required rest periods on a fully-compliant basis, or compensation in lieu thereof; (5) whether
5 Defendant provided the class members with accurate itemized wage statements; (6) whether
6 Defendant timely paid the class members all wages due upon separation of employment, (7)
7 whether Defendant's failure to timely pay all wages due upon termination of employment was
8 willful; and (8) whether Defendant violated California Business and Professions Code sections
9 17200, et seq.

10 10. Numerosity. The plaintiff class is so numerous that the individual joinder of all
11 members is impractical under the circumstances of this case. While the exact number of class
12 members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of at least
13 100 individuals.

14 11. Typicality. Plaintiff's claims are typical of the claims of the class members.
15 Plaintiff suffered a similar injury as the other class members as a result of Defendant's common
16 practices regarding the calculation and payment of wages, including overtime wages, provision of
17 meal and rest breaks, provision of wage statements, and payment of wages due upon termination.
18 In addition, Plaintiff will fairly and adequately protect the interests of the class members.
19 Plaintiff has no interests adverse to the interests of the other class members.

20 12. Superiority. A class action is superior to other available means for the fair and
21 efficient adjudication of this controversy since individual joinder of all members of the class is
22 impractical. Class action treatment will permit a large number of similarly situated persons to
23 prosecute their common claims in a single forum simultaneously, efficiently, and without the
24 unnecessary duplication of effort and expense that numerous individual actions would engender.
25 Furthermore, as the damages suffered by each individual member of the class may be relatively
26 small, the expenses and burden of individual litigation would make it difficult or impossible for
27 individual members of the class to redress the wrongs done to them, while an important public
28 interest will be served by addressing the matter as a class action. The cost to the court system of

1 adjudication of such individualized litigation would be substantial. Individualized litigation
2 would also present the potential for inconsistent or contradictory judgments. Finally, the
3 alternative of filing a claim with the California Labor Commissioner is not superior, given the
4 lack of discovery in such proceedings, the fact that there are fewer available remedies, and the
5 losing party has the right to a trial de novo in the Superior Court.

6 **FIRST CAUSE OF ACTION**

7 (Failure to Pay Overtime Wages – Labor Code § 1194)

8 13. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

9 14. California law provides employees in California must be paid overtime, equal to
10 1.5 times the employee's regular rate of pay, for all hours worked in excess of 40 per week or 8
11 per day. Defendant failed to properly calculate the "regular rate of pay" for Plaintiff and other
12 similarly situated employees by, inter alia, failing to include shift differential pay and non-
13 discretionary bonus payments in the regular rate calculation. As a result, Defendant failed to pay
14 Plaintiff and other similarly situated employees their overtime wages at the correct premium rate.
15 Upon information and belief Defendant instituted an unlawful alternative workweek schedule that
16 failed to comply with the requirements of the applicable Wage Order and applicable provisions in
17 the Labor Code for instituting an AWS as to Plaintiff and/or other similarly situated employees.
18 As a result, Plaintiff and similarly situated employees worked daily overtime hours without being
19 paid required statutory premium rates.

20 15. Pursuant to Labor Code Section 1194, Plaintiff and the class members are entitled
21 to recover all unpaid overtime wages, plus attorneys' fees and costs, in an amount to be proved at
22 trial.

23 **SECOND CAUSE OF ACTION**

24 (Failure to Provide Meal Periods – Labor Code § 226.7)

25 15. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

26 16. Under the Labor Code and IWC Wage Orders, Defendant was required to provide
27 Plaintiff and similarly aggrieved employees with one 30-minute meal period free from all duties
28 for all shifts longer than 5 hours, and a second 30-minute meal period free from all duties for all

1 shifts longer than 10 hours. Meal periods can be waived, but only under the following
2 circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more
3 than six (6) hours, the required meal period may be waived by mutual consent of the Defendant
4 and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no
5 more than twelve (12) hours, the required second meal period may be waived by mutual consent
6 of the Defendant and employee, but only if the first meal period was not waived. Defendants
7 covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one
8 meal period for shifts over five hours (see above), and (2) to record having done so. If the
9 Defendant fails to properly record a valid meal period, it is presumed no meal period was
10 provided.

11 17. Defendant failed to maintain a company meal period policy compliant with
12 California law and failed to provide Plaintiff and other similarly situated employees with proper
13 meal periods, meal periods were not provided until after the start of the fifth hour work and meal
14 periods lasted less than 30 minutes. Defendant also failed to pay the required premium wages for
15 such missed and/or non-compliant meal breaks in violation of California law.

16 18. Defendant failed to provide Plaintiff and the class members with all required meal
17 periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7,
18 Plaintiff and the class members are entitled to one additional hour's pay at the regular rate of
19 compensation for each day a meal period was missed, late or interrupted, all in an amount to be
20 proved at trial.

21 **THIRD CAUSE OF ACTION**

22 (Failure to Provide Rest Periods – Labor Code § 226.7)

23 19. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

24 20. Under the Labor Code and IWC Wage Orders, Defendant was required to provide
25 Plaintiff and similarly aggrieved employees with one 10-minute paid rest period free from all
26 duties for each 3.5 hours worked, or major fraction thereof. Defendant did not maintain a
27 company rest period policy and/or practice compliant with California law, and Defendant
28 frequently did not provide Plaintiff and other aggrieved employees with appropriate rest periods.

1 Per Defendant's policy and/or practice, Plaintiff and other aggrieved employees were not
2 adequately informed and instructed about, and thereby were not afforded an adequate opportunity
3 to take, proper rest breaks per California law and in a particular were not provided with third rest
4 breaks on shifts lasting over 10 hours. Further, Defendant failed to pay Plaintiff and other
5 aggrieved employees with an additional hour of pay at their regular rates of pay for each missed
6 or improper rest period.

7 21. Defendant failed to provide Plaintiff and the class members with all required rest
8 periods, or with compensation in lieu thereof. As a result, under Labor Code section 226.7,
9 Plaintiff and the class members are entitled to one additional hour's pay at the regular rate of
10 compensation for each day a meal period was missed, late or interrupted, all in an amount to be
11 proved at trial.

12 **FOURTH CAUSE OF ACTION**

13 (Failure to Provide Accurate Itemized Wage Statements – Labor Code § 226)

14 22. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

15 23. The California Labor Code provides that, at the time of each payment of wages,
16 the employer must provide each employee with an itemized statement showing, inter alia, gross
17 wages earned, total hours worked, all deductions taken, net wages earned, the inclusive dates for
18 which the employee is being paid, the employee's name and last four digits of their social security
19 number, the name and address of the legal entity that it is the employer, and all applicable hourly
20 rates in effect during the pay period and all hours worked at each rate.

21 24. For the reasons set forth above, Defendants knowingly and intentionally failed to
22 provide Plaintiff and the class members with proper, itemized wage statements, as the wage
23 statements do not accurately reflect, inter alia, gross wages earned, net wages earned, or the
24 correct applicable hourly rates paid for all hours worked. Accordingly, under Labor Code Section
25 226, Plaintiff and the class members each are entitled to penalties in the amount of \$50.00 for the
26 initial pay period in which a violation occurred, and \$100.00 for each subsequent pay period in
27 which a violation occurred, up to an aggregate penalty of \$4,000.00 per employee, plus attorney's
28 fees and costs, all in an amount to be proved at trial.

1 **FIFTH CAUSE OF ACTION**

2 (Waiting Time Penalties – Labor Code §§ 201, et seq.)

3 25. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

4 26. The California Labor Code provides that, at the time of termination of
5 employment, the employer must pay an employee all wages due and owing within the time
6 frames set forth in Labor Code Sections 201, et seq. Defendants willfully failed to pay Plaintiff
7 and the class members who no longer are employed with Defendants all wages due and owing
8 within the deadlines set forth in Labor Code Sections 201, et seq.

9 27. Under Labor Code Section 203, Plaintiff and the class members who no longer are
10 employed with Defendants are entitled to recover waiting time penalties of up to 30 days' pay,
11 plus attorney's fees and costs, in an amount to be proved at trial.

12 **SIXTH CAUSE OF ACTION**

13 (Violation of Unfair Competition Law – Bus. & Prof. Code §§ 17200, et seq.)

14 28. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

15 29. Defendants' failure, inter alia, to pay all wages earned and failure to pay all
16 overtime wages earned, and failure to pay premium wages for missed/non-compliant meal and
17 rest breaks, all in violation of the Labor Code and Wage Orders, constitutes an unlawful, unfair or
18 fraudulent business act or practice, in violation of Business & Professions Code Sections 17200,
19 et seq.

20 30. Pursuant to Business & Professions Code Section 17203, Plaintiff and the class
21 members are entitled to restitution of all unpaid wages and other sums owed, plus attorney's fees
22 and costs, in an amount to be proved at trial.

23 **SEVENTH CAUSE OF ACTION**

24 (Violation of Private Attorneys General Act – Labor Code §§ 2698, et seq.)

25 31. Plaintiff incorporates all preceding paragraphs as if fully alleged herein.

26 32. During the period beginning one-year period preceding the submission of
27 Plaintiff's notice letter, Defendant violated Labor Code Sections 201-204, 210, 226, 226.3,
28 226.7, 227.3, 245 et seq., 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1194-99 and all applicable

1 Wage Orders. These violations subject Defendant to civil penalties as set forth in the foregoing
2 statutes as well as Labor Code Section 2699.

3 33. Plaintiff complied with the procedures for bringing suit specified in Labor Code
4 Sections 2699.3 and 2699.5. By letter dated and postmarked November 17, 2025, Plaintiffs
5 gave written notice to the California Labor & Workforce Development Agency (“LWDA”) via
6 electronic submission, and via certified mail to Defendant, of the specific provisions of the
7 Labor Code and Wage Orders allegedly violated, including the facts and theories to support the
8 alleged violations.

9 34. The LWDA must give written notice by certified mail to the parties it intends to
10 investigate the alleged violations within 65 days of the date of the complainant's written
11 notice. As of the filing of this complaint, the LWDA has not provided the parties any notice of
12 its intention to investigate Plaintiff's claims on behalf of herself and other aggrieved
13 employees, and Defendant has not attempted to cure. Accordingly, Plaintiff has satisfied all
14 administrative requirements for bringing suit.

15 35. The violations alleged herein subject Defendant to civil penalties as set forth in
16 the foregoing statutes, which Plaintiff seeks on her behalf and on behalf of other aggrieved
17 employees. Plaintiff seeks civil penalties in the amounts set forth in each statute allegedly
18 violated or, for all statutes that lack a specified penalty, Plaintiff seeks default penalties as
19 provided by Labor Code Section 2699.

20 36. Under Labor Code Section 2699(g), Plaintiff is entitled to an award of
21 reasonable attorney's fees and costs in connection with his claims for civil penalties

22 PRAYER

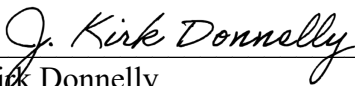
23 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,
24 as follows:

- 25 1. For compensatory damages and statutory penalties according to proof;
26 2. For an order requiring Defendant to make restitution of all amounts wrongfully
27 withheld from Plaintiff and the class;
28 3. For civil penalties according to proof;

4. For pre-judgment interest as permitted by law;
5. For reasonable attorney's fees and costs of suit; and
6. For such other and further relief as the Court deems just and proper.

Dated: January 22, 2026

LAW OFFICES OF J. KIRK DONNELLY, APC



J. Kirk Donnelly
Attorneys for Plaintiff LETICIA ALVAREZ

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: January 22, 2026

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