

KRISTY CONOLLY, SBN328477
kristy@protectionlawgroup.com
ELIZABETH P. ROBLES, SBN 329591
elizabeth@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
ZULMA CASTRO

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
12/2/2025 10:36 AM
By: Stephanie Garcia, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ZULMA CASTRO, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

WORLD CLASS DISTRIBUTION INC., a
California corporation; EPIC HR, LLC, a
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2532196

**FIRST AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, *et seq.*
- (10) Violation of Cal. Labor Code §§ 1197.5, *et seq.* (Violation of Cal. Equal Pay Act)

1 Plaintiff ZULMA CASTRO (“Plaintiff”), individually and on behalf of other members of
2 the general public similarly situated, based upon facts that either have evidentiary support or are
3 likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants WORLD CLASS DISTRIBUTION
7 INC.; EPIC HR, LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
8 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
9 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
10 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
11 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time
12 and payroll records, and failure to reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
14 behalf of herself and similarly situated current and former employees of Defendants, as defined
15 more fully in paragraph 13, below, pursuant to California Code of Civil Procedure section 382.
16 Plaintiff’s Tenth Cause of Action is brought as a class action on behalf of herself and similarly
17 situated women who have been employed by Defendants as defined more fully in paragraph 13
18 below pursuant to California Code of Civil Procedure section 382. The monetary damages and
19 restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and
20 will be established according to proof at trial.

21 3. The Court has jurisdiction over this action pursuant to the California Constitution,
22 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
23 except those given by statute to other courts. The statutes under which this action is brought do
24 not specify any other basis for jurisdiction.

25 4. This Court has jurisdiction over Defendants because, upon information and belief,
26 Defendants are citizens of California, have sufficient minimum contacts in California, or
27 otherwise intentionally avail themselves of the California market so as to render the exercise of
28

jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino.

PARTIES

6. Plaintiff ZULMA CASTRO is an individual residing in the County of San Bernardino, State of California.

7. Defendant WORLD CLASS DISTRIBUTION INC. is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and registered to do business in the state of California.

8. Defendant EPIC HR, LLC, is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Nevada and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of San Bernardino, State of California, and (b) the employer of Plaintiff consistent

with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Tenth Causes of Action as a class action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The classes which Plaintiff seeks to represent are defined as follows:

- a. Class I: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class I” or “Class I Members.”).
- b. Class II: All women currently or formerly employed by Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class II” or “Class II Members.”).

14. Plaintiff reserves the right to establish other subclasses as appropriate.

15. The Classes are ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Classes are estimated to be over fifty (50)

1 individuals and the identity of such membership is readily ascertainable by
2 inspection of Defendants' employment records.

3 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
4 herein. Plaintiff will fairly and adequately protect the interests of the other Class
5 Members with whom she has a well-defined community of interest.

6 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
7 Member, with whom she has a well-defined community of interest and typicality
8 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
9 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
10 versed in the rules governing class action discovery, certification, and settlement.
11 Plaintiff has incurred, and during the pendency of this action will continue to
12 incur, costs and attorneys' fees, that have been, are, and will be necessarily
13 expended for the prosecution of this action for the substantial benefit of each Class
14 Member.

15 d. Superiority: A class action is superior to other available methods for the fair and
16 efficient adjudication of this litigation because individual joinder of all Class
17 Members is impractical.

18 e. Public Policy Considerations: Certification of this lawsuit as a class action will
19 advance public policy objectives. Employers of this great state violate
20 employment and labor laws every day. Current employees are often afraid to
21 assert their rights out of fear of direct or indirect retaliation. However, class
22 actions provide the Class Members who are not named in the complaint
23 anonymity that allows for the vindication of their rights.

24 16. There are common questions of law and fact as to the Class that predominate over
25 questions affecting only individual members. The following common questions of law or fact,
26 among others, exist as to the members of the Classes:

27 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
28

1 accordance with the California Labor Code was willful;

2 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
3 and the other Class I Members for all hours worked, and missed, short, late or
4 interrupted meal periods and rest breaks in violation of California law;

5 c. Whether Defendants required Plaintiff and the other Class I Members to work
6 more than eight (8) hours per day and/or more than forty (40) hours per week and
7 failed to pay the legally required overtime compensation to Plaintiff and the other
8 Class Members;

9 d. Whether Defendants deprived Plaintiff and the other Class I Members of meal
10 and/or rest periods or required Plaintiff and the other Class I Members to work
11 during meal and/or rest periods without compensation;

12 e. Whether Defendants failed to pay meal period premium wages to Class I
13 Members when they were not provided with a legally compliant meal period;

14 f. Whether Defendants failed to pay rest period premium wages to Class I Members
15 when they were not authorized and permitted to take legally compliant rest
16 periods;

17 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
18 I Members for all hours worked;

19 h. Whether Defendants failed to pay Plaintiff and the other Class I Members the
20 required minimum wage pursuant to California law;

21 i. Whether Defendants failed to pay Plaintiff and the other Class I Members proper
22 overtime compensation pursuant to California law;

23 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class I
24 Members within the time required upon their discharge or resignation from
25 employment;

26 k. Whether Defendants failed to reimburse Plaintiff and the other Class I Members
27 for all necessary business-related expenses and costs in violation of California
28

Labor Code section 2802;

- l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class I Members during their employment;
- m. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- n. Whether Defendants had a policy and/or practice of willfully paying their female employees at rates lower than those paid to their male employees performing substantially equal or similar work under similar conditions in violation of the California Equal Pay Act;
- o. Whether Defendants' failure to institute adequate standards, quality controls, implementation metrics, or oversight in assignment, compensation, evaluation, development, and/or advancement systems violates the California Equal Pay Act;
- p. Whether Defendants' conduct was with malice, fraud or oppression;
- q. Whether Defendants' conduct was willful or reckless;
- r. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- s. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- t. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendants store and distribute groceries.

18. Defendants employed Plaintiff to work as a Clerk from approximately September 2021, to December 2024.

19. At all relevant times set forth herein, Defendants employed Plaintiff and the Class as hourly-paid or non-exempt employees.

1 20. Throughout the time period involved in this case, Defendants had the authority to
2 hire and terminate Plaintiff and the Class; to directly or indirectly control work rules, working
3 conditions, wages, working hours, and conditions of employment of Plaintiff and the Class; and
4 to hire and terminate the employment of Plaintiff and the Class.

5 21. At all times herein mentioned, Defendants were subject to the Labor Code of the
6 State of California and the applicable Industrial Welfare Commission Orders.

7 22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
8 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
9 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
10 Plaintiff and the Class to work off the clock without compensation, thereby failing to pay them
11 for all hours worked, including minimum and overtime wages, and at the proper rate of pay.
12 Defendants also implemented policies that prohibited Plaintiff and the Class from accurately
13 recording the actual time worked, resulting in a failure to pay Plaintiff and the Class all wages
14 owed. In addition, Defendants routinely failed to permit Plaintiff and the Class to take timely and
15 duty-free meal periods and rest periods in violation of California law. Defendants also failed to
16 reimburse Plaintiff and the Class for all necessary business-related expenses.

17 23. Throughout the time period involved in this case, Defendants have implemented
18 policies and practices which failed to provide Plaintiff and the Class with timely and duty-free
19 meal periods. Defendants routinely failed to relieve Plaintiff and the Class of all duties during
20 their meal periods, regularly failed to relinquish control over Plaintiff and the Class during their
21 meal periods, regularly failed to permit Plaintiff and the Class a reasonable opportunity to take
22 their meal periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty
23 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or
24 from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of
25 work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate
26 records of meal periods taken by Plaintiff and the Class.

27 24. Throughout the time period involved in this case, Defendants did not adequately
28

1 inform Plaintiff and the Class of their right to take meal periods under California law. Moreover,
2 Defendants systematically disregarded their own written policies regarding the provision and
3 timing of meal periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice
4 was to schedule Plaintiff and the Class in a way that prohibited them from taking timely and duty-
5 free meal periods, and to require Plaintiff and the Class to work through their meal periods, for
6 which they were not compensated.

7 25. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
8 and the Class premium wages for meal periods that were missed, late, interrupted, or shortened
9 in violation of California law. Defendants knew or should have known that Plaintiff and the Class
10 were entitled to receive all meal periods or payment of one additional hour of pay at their regular
11 rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this
12 knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff and
13 the Class, and routinely failed to pay one additional hour of pay to Plaintiff and the Class at their
14 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

15 26. Throughout the time period involved in this case, Defendants have implemented
16 policies and practices which prohibited Plaintiff and the Class from taking timely and duty-free
17 rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and the Class
18 to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to
19 six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to
20 ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
21 breaks in the middle of each work period.

22 27. Throughout the time period involved in this case, Defendants did not adequately
23 inform Plaintiff and the Class of their right to take rest periods under California law. Moreover,
24 Defendants systematically disregarded their own written policies regarding the provision and
25 timing of rest periods for Plaintiff and the Class. Instead, Defendants' actual policy and practice
26 was to schedule Plaintiff and the Class in a way that regularly prohibited them from taking timely
27 and duty free rest periods, and to regularly require Plaintiff and the Class to work through their
28

1 rest periods.

2 28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
3 and the Class premium wages for rest periods that were missed, late, interrupted, or shortened in
4 violation of California law. Defendants knew or should have known that Plaintiff and the Class
5 were entitled to receive all rest periods or payment of one additional hour of pay at their regular
6 rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
7 knowledge, Defendants routinely failed to authorize and permit Plaintiff and the Class to take
8 duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and the Class at
9 their regular rate of pay when a rest period was missed, short, late and/or interrupted.

10 29. Throughout the time period involved in this case, Defendants regularly issued non-
11 discretionary bonuses and other remuneration to Plaintiff and the Class, including bonuses based
12 upon the hours of service. However, Defendants failed to include all remuneration in the regular
13 rate of pay, thereby underpaying Plaintiff and the Class overtime, sick pay, meal period premiums,
14 and rest break premiums.

15 30. Throughout the time period involved in this case, Defendants regularly required
16 Plaintiff and the Class to perform work off the clock, including during their unpaid meal periods
17 and after clocking out. Although Defendants prohibited overtime, Defendants still regularly
18 required that Plaintiff and the Class complete all of their assigned duties. To do so, Plaintiff and
19 the Class were regularly required to perform work off the clock for which they were not
20 compensated.

21 31. Throughout the time period involved in this case, Defendants implemented policies
22 that prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting
23 in a failure to pay Plaintiff and the Class all wages owed.

24 32. Throughout the time period involved in this case, Plaintiff and the Class worked
25 more than eight (8) hours in a day, and/or forty (40) hours in a week.

26 33. Throughout the time period involved in this case, Defendants regularly failed to
27 pay all overtime compensation owed to Plaintiff and the Class when they worked in excess of
28

eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiff and the Class were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

34. Throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiff and the Class for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

35. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Class at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff and the Class were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff and the Class at the required minimum wage pursuant to California law, requiring Plaintiff and the Class to perform work off the clock.

36. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendants knew or should have known that Plaintiff and the Class were entitled to receive all wages owed to them upon termination within the time permissible under California Labor Code section 202. Plaintiff and the Class did not receive payment of all final wages owed to them upon discharge or resignation, including overtime compensation and minimum wages within any time permissible under California Labor Code section 202.

37. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff and the Class all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that Plaintiff and the Class were entitled to receive all wages owed to them during their employment. Plaintiff and the Class did not receive payment of all wages, including overtime compensation, minimum wages, and meal and rest period premiums.

1 38. Throughout the time period involved in this case, Defendants regularly failed to
2 provide complete or accurate wage statements to Plaintiff and the Class. Defendants knew or
3 should have known that Plaintiff and the Class were entitled to receive complete and accurate
4 wage statements in accordance with California law, but, in fact, they did not receive complete and
5 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
6 include the total number of hours worked, the actual gross wages earned, the correct rates of pay,
7 net wages earned, all applicable hourly rates, the inclusive pay period dates, and the name and
8 address of the legal entity of the employer.

9 39. Throughout the time period involved in this case, Defendants regularly failed to
10 keep complete or accurate payroll records for Plaintiff and the Class. Defendants knew or should
11 have known that Defendants were required to keep complete and accurate payroll records for
12 Plaintiff and the Class in accordance with California law, but, in fact, did not keep complete and
13 accurate payroll records.

14 40. Throughout the time period involved in this case, Defendants regularly failed to
15 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total
16 daily hours, hours per pay period, and applicable pay rates.

17 41. Throughout the time period involved in this case, Defendants failed to reimburse
18 Plaintiff and the Class for all necessary business-related expenses, including but not limited to
19 special footwear. Defendants knew or should have known that Defendants were required to
20 reimburse Plaintiff and the Class for all necessary business-related expenses and costs, but, in
21 fact, failed to do so in violation of California law.

22 42. Throughout the time period involved in this case, Defendants knew or should have
23 known that they had a duty to compensate Plaintiff and the Class pursuant to California law.
24 Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
25 intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all
26 wages owed to them, all in order to increase Defendants' profits.

27 43. California Labor Code section 218 states that nothing in Article 1 of the Labor
28

Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

44. Throughout the time period involved in this case, Defendants maintained a uniform set of policies and practices that determine employees’ wage rates throughout California, including for setting initial pay and giving employees pay raises. Defendants did not adjust employees’ initial wage rates to account for sex-based discrepancies in the wage rates paid to its female and male employees for comparable work. Defendants’ wage-setting policies and practices discriminate against women by paying them less than men for comparable work. For example, Defendants paid Plaintiff, a woman, at a rate of \$16.50 per hour; however, male employees performing the same job duties as Plaintiff were paid \$18.00 per hour. As a result, Plaintiff and Class II Members were and are consistently paid a lower wage than their male counterparts.

45. Throughout the time period involved in this case, Defendants were required to maintain records of the wages and wage rates, job classifications, and other terms and conditions of employment of all of its employees throughout California. Defendants therefore knew or should have known that it paid female employees less than it paid their male counterparts for performing comparable work, yet Defendants took no steps to eliminate these discriminatory pay practices or justify the wage differential based on any legally permissible factors.

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

47. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

48. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other Class I Members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

49. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the Class I overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

50. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

51. During the relevant time period, Plaintiff and the other Class I Members regularly worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

52. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other Class I Members.

53. Defendants' failure to pay Plaintiff and the other Class I Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

54. Pursuant to California Labor Code section 1194, Plaintiff and the other Class I Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

1 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
2 every allegation set forth above.

3 56. At all relevant times, the relevant IWC Order and California Labor Code sections
4 226.7 and 512(a) were applicable to Plaintiff and the other Class I Members' employment by
5 Defendants.

6 57. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any meal or rest period mandated by an
8 applicable order of the California IWC.

9 58. At all relevant times, the applicable IWC Wage Order and California Labor Code
10 section 512(a) provide that an employer may not require, cause or permit an employee to work
11 for a work period of more than five (5) hours per day without providing the employee with a meal
12 period of not less than thirty (30) minutes, except that if the total work period per day of the
13 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
14 both the employer and employee.

15 59. At all relevant times, California Labor Code section 512(a) further provides that
16 an employer may not require, cause or permit an employee to work for a work period of more
17 than ten (10) hours per day without providing the employee with a second uninterrupted meal
18 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
19 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
20 the employee only if the first meal period was not waived.

21 60. During the relevant time period, Plaintiff and the other Class I Members who were
22 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
23 legally-mandated meal periods by mutual consent, were required to work for periods longer than
24 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

25 61. During the relevant time period, Plaintiff and the other Class I Members who were
26 scheduled to work for a period of time in excess of ten (10) hours were required to work for
27 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
28

thirty (30) minutes.

62. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class I Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class I Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

63. During the relevant time period, Defendants failed to pay Plaintiff and the other Class I Members the full meal period premiums due pursuant to California Labor Code section 226.7.

64. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

65. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class I Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

67. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class I Members' employment by Defendants.

68. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as

practicable shall be in the middle of each work period” and that the “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 unless the total daily work time is less than three and one-half (3.5) hours.”

70. During the relevant time period, Defendants required Plaintiff and other Class I Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

71. During the relevant time period, Defendants willfully required Plaintiff and the other Class I Members to work during rest periods, failed to allow Plaintiff and the other Class I Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class I Members to take uninterrupted, duty-free rest breaks.

72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class I Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class I Members from taking uninterrupted rest periods.

73. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

74. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class I Members are entitled to recover from Defendants one additional hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against All Defendants)

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

76. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1

1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
2 the minimum so fixed is unlawful.

3 77. During the relevant time period, Defendants regularly failed to pay minimum wage
4 to Plaintiff and the other Class I Members as required pursuant to California Labor Code sections
5 1194, 1197, and 1197.1.

6 78. Defendants' failure to pay Plaintiff and the other Class I Members the minimum
7 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
8 those sections, Plaintiff and the other Class I Members are entitled to recover the unpaid balance
9 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
10 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

11 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class I
12 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
13 unpaid and interest thereon.

14 **FIFTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 201, 202, 203)**

16 **(Against All Defendants)**

17 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
18 every allegation set forth above.

19 81. At all relevant times herein set forth, California Labor Code sections 201 and 202
20 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and if an employee quits his or her employment, his
22 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
23 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
24 the employee is entitled to his or her wages at the time of quitting.

25 82. During the relevant time period, the employment of Plaintiff and many other Class
26 I Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
27 intentionally and willfully failed to pay Plaintiff and other Class I Members who are no longer
28

1 employed by Defendants all of their wages, earned and unpaid, including but not limited to
2 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
3 leaving Defendants' employ.

4 83. Defendants' failure to pay Plaintiff and other Class I Members who are no longer
5 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
6 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

7 84. California Labor Code section 203 provides that if an employer willfully fails to
8 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
9 continue as a penalty from the due date thereof at the same rate until paid or until an action is
10 commenced; but the wages shall not continue for more than thirty (30) days.

11 85. Plaintiff and other Class I Members who are no longer employed by Defendants
12 are entitled to recover from Defendants the statutory penalty wages for each day they were not
13 paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

14 **SIXTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 204 and 210)**

16 **(Against All Defendants)**

17 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
18 every allegation set forth above

19 87. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 16th and 26th day of the month during which the labor was performed.

23 88. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 16th and the last day, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 1st and the 10th day of the following month.

27 89. At all times herein set forth, California Labor Code section 204 provides that all
28

wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

90. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other Class I Members all wages due to them, within any time period permissible under California Labor Code section 204.

91. Plaintiff and other Class I Members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

93. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

94. Defendants have intentionally and willfully failed to provide Plaintiff and the

Class I with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, the actual gross wages earned, the correct rates of pay, net wages earned, all applicable hourly rates, the inclusive pay period dates, and the name and address of the legal entity of the employer.

95. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class I have suffered injury and damage to their statutorily-protected rights.

96. More specifically, Plaintiff and the Class I have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

97. Plaintiff and the Class I Members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

98. Plaintiff and the Class I Members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against All Defendants)

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

100. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

101. Plaintiff and the Class I incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class I

1 for costs incurred as a result of, including but not limited to, simple negligence.

2 102. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
3 Class I for all necessary business-related expenses and costs. Plaintiff and the Class I are entitled
4 to recover from Defendants their business-related expenses and costs incurred during the course
5 and scope of their employment, plus interest accrued from the date on which the employee
6 incurred the necessary expenditures at the same rate as judgments in civil actions in the State of
7 California.

8 **NINTH CAUSE OF ACTION**

9 **(Violation of Cal. Business & Professions Code §§ 17200, *et seq.*)**

10 **(Against All Defendants)**

11 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 104. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful and harmful to Plaintiff and the Class (both Class I and Class II), to the general public,
15 and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting
16 the public interest within the meaning of Code of Civil Procedure section 1021.5.

17 105. Defendants' activities as alleged herein are violations of California law, and
18 constitute unlawful business acts and practices in violation of California Business & Professions
19 Code section 17200, *et seq.*

20 106. A violation of California Business & Professions Code section 17200, *et seq.* may
21 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
22 and practices of requiring employees, including Plaintiff and the Class I, to work overtime without
23 paying them proper compensation violate California Labor Code sections 510 and 1198.
24 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
25 the Class I, to work through their meal and rest periods without paying them proper compensation
26 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
27 practices of failing to timely pay wages to Plaintiff and the Class I violate California Labor Code
28

sections 201, 202, 203 and 204.

107. Additionally, Defendants willful failure to pay female employees equally as alleged above violates California's Equal Pay laws.

108. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

109. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

110. Plaintiff and the Classes have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

111. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Classes 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; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Violation of Cal. Labor Code §§ 1197.5, *et seq.*)

(Against All Defendants)

112. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

113. Pursuant to California Labor Code section 1197.5, an employer shall not pay any employee at wage rates less than the rates paid to employees of the opposite sex, or of another race or ethnicity, for substantially similar work when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions.

114. At all times relevant herein, Defendants have discriminated against Plaintiff and all Class II Members in violation of California Labor Code § 1197.5 *et seq.* by paying its female employees at wage rates less than the wage rates paid to male employees for substantially similar

work, when viewed as a composite of skill, effort, and responsibility, and performed under similar working conditions.

115. The wage differentials were not based upon a seniority system, a merit system, or a system that measures earnings by quantity or quality of production. The wage differentials were also not based on any bona fide factor such as education, training, or experience, and were instead a result of unlawful discrimination.

116. Defendants caused, attempted to cause, contributed to, or caused the continuation of, the wage rate discrimination based on sex described herein in violation of California Labor Code § 1197.5. Defendants willfully violated California Labor Code § 1197.5 by intentionally, knowingly, and deliberately paying women less than men for substantially similar work.

117. As a result of Defendants' conduct and/or willful and intentional discrimination, Plaintiffs and Class II Members have suffered and will continue to suffer harm, including but not limited to lost earning, lost benefits, and other financial loss, as well as non-economic damages.

118. Plaintiff and Class II Members are therefore entitled to all legal and equitable remedies available under law, including wages unlawfully withheld, liquidated damages in an equal amount, interest thereon, and reasonable attorneys' fees and costs of suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Classes;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
4 all overtime wages due to Plaintiff and other Class Members;

5 6. For general unpaid wages at overtime wage rates and such general and special
6 damages as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due;

9 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194; and

11 9. For such other and further relief as the Court may deem just and proper.

12 **As to the Second Cause of Action**

13 10. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
15 provide all meal periods (including second meal periods) to Plaintiff and the Class;

16 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
17 each employee's regular rate of compensation for each workday that a meal period was not
18 provided;

19 12. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 13. For premium wages pursuant to California Labor Code section 226.7;

22 14. For pre-judgment interest on any unpaid wages from the date such amounts were
23 due;

24 15. For reasonable attorneys' fees and costs of suit incurred herein; and

25 16. For such other and further relief as the Court may deem just and proper.

26 **As to the Third Cause of Action**

27 17. That the Court declare, adjudge and decree that Defendants violated California
28

Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
2 time of termination of the employment of Plaintiff and other Class Members no longer employed
3 by Defendants;

4 31. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 32. For statutory wage penalties pursuant to California Labor Code section 203 for
7 Plaintiff and other Class Members who have left Defendants' employ;

8 33. For pre-judgment interest on any unpaid compensation from the date such amounts
9 were due; and

10 34. For such other and further relief as the Court may deem just and proper.

11 **As to the Sixth Cause of Action**

12 35. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
14 California Labor Code section 204 to Plaintiff and the Class;

15 36. For statutory penalties pursuant to California Labor Code section 210;

16 37. For such other and further relief as the Court deems just and proper.

17 **As to the Seventh Cause of Action**

18 38. That the Court declare, adjudge and decree that Defendants violated the record
19 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
20 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
21 thereto;

22 39. For actual, consequential and incidental losses and damages, according to proof;

23 40. For statutory penalties pursuant to California Labor Code section 226(e); and

24 41. For such other and further relief as the Court may deem just and proper.

25 **As to the Eight Cause of Action**

26 42. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
28

all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

43. For actual, consequential and incidental losses and damages, according to proof;

44. For the imposition of civil penalties and/or statutory penalties;

45. For reasonable attorneys' fees and costs of suit incurred herein; and

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated Labor Code

1 section 1197.5 as to Plaintiff and the Class II Members by willfully failing to provide equal pay
2 for substantially similar work based on sex, race, or ethnicity;

3 54. For general unpaid wages, liquidated damages, and such general and special
4 damages as may be appropriate pursuant to California Labor Code section 1197.5;

5 55. For pre-judgment interest on any unpaid compensation from the date such amounts
6 were due;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Labor Code section 1197.5(g);

9 57. For such other and further relief as the Court may deem just and proper.

10
11 Dated: December 1, 2025

PROTECTION LAW GROUP, LLP

12
13 By: 
14 Kristy Connolly
15 *Attorneys for Plaintiff*
16 ZULMA CASTRO
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: December 1, 2025

PROTECTION LAW GROUP, LLP

By: _____



Kristy Connolly
Attorneys for Plaintiff
ZULMA CASTRO