



6701 Center Drive West, Suite 610
Los Angeles, CA 90045
Tel: (310) 294-9595
Fax: (310) 961-3673

D. AARON BROCK, STATE BAR NO. 241919
ab@brockgonzales.com
JOSEPH D. PARSONS, STATE BAR NO. 340074
jp@brockgonzales.com

Attorneys for Plaintiff
JUAN ARTURO VEGA LOERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JUAN ARTURO VEGA LOERA,
individually, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

vs.

TRI MODELS, INC., a California
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 30-2025-01523198-CU-OE-CXC

**SECOND AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR §§
2698, *ET SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (7) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA §§ 2698, *et seq.*
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and

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

Jury Trial Demanded

Plaintiff Juan Arturo Vega Loera, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

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1 3. Venue is proper in this Court because Defendants employ persons in this county,
2 and employed Plaintiff in this county, and thus a substantial portion of the transactions and
3 occurrences related to this action occurred in this county.

4 **THE PARTIES**

5 4. Plaintiff Juan Arturo Vega Loera is a resident of Garden Grove, in Orange
6 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
7 from approximately 2005 to May 20, 2025. Plaintiff worked for Defendants as a Machinist at
8 their facility in Huntington Beach, California. During his employment, Plaintiff typically
9 worked ten (10) to twelve (12) hours per day and five (5) to six (6) days per week. Plaintiff's
10 primary job duties included, without limitation, operating precision machining equipment,
11 setting up tools and fixtures, maintaining machines, and fabricating high-quality wind tunnel
12 model components for aerospace, defense, and commercial applications while meeting
13 engineering specifications, upholding quality standards, and meeting project deadlines. At the
14 time of separation of employment, Plaintiff was paid at a rate of approximately \$43.00 per hour.

15 5. TRI MODELS, INC. was and is, upon information and belief, a California
16 Corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
17 throughout this county and the State of California.

18 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
19 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
20 complaint and serve such fictitiously named Defendants once their names and capacities
21 become known.

22 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
23 were the partners, agents, owners, or managers of TRI MODELS, INC. at all relevant times.

24 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
25 acts and omissions alleged herein was performed by, or is attributable to TRI MODELS, INC.
26 and/or DOES 1 through 10 (collectively, "Defendants" or "TRI MODELS"), each acting as the
27 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
28 other co-Defendants and was acting within the course and scope of such agency, employment,

1 joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of
2 any and all Defendants were in accordance with, and represent, the official policy of
3 Defendants.

4 9. At all relevant times, Defendants, and each of them, ratified each and every act
5 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
6 and abetted the acts and omissions of each and all the other Defendants in proximately causing
7 the damages herein alleged.

8 10. Plaintiff is informed and believes, and thereon alleges, that each of said
9 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
10 omissions, occurrences, and transactions alleged herein.

11 **GENERAL ALLEGATIONS**

12 11. Defendants are a specialized aerospace company focused on designing and
13 fabricating precision wind tunnel models used for aerodynamic testing of military aircraft,
14 missiles, business jets, passenger airliners, and space vehicles.. Upon information and belief,
15 Defendants maintain a single, centralized Human Resources ("HR") department at their
16 company headquarters in Huntington Beach, California, which is responsible for the recruiting
17 and hiring of new employees, and communicating and implementing Defendants' company-
18 wide policies, including timekeeping policies and meal and rest period policies, to employees
19 throughout California.

20 12. In particular, Plaintiff and class members, on information and belief, received the
21 same standardized documents and/or written policies. Upon information and belief, the usage
22 of standardized documents and/or written policies, including new-hire documents, indicate that
23 Defendants dictated policies at the corporate level and implemented them company-wide,
24 regardless of their employees' assigned locations or positions. Upon information and belief,
25 Defendants set forth uniform policies and procedures in several documents provided at an
26 employee's time of hire.

27 13. Upon information and belief, Defendants maintain a centralized Payroll
28 department at their company headquarters in Huntington Beach, California, which processes

1 payroll for all non-exempt, hourly paid employees working for Defendants at their various
2 locations in California, including Plaintiff and class members. Based upon information and
3 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
4 employees in California, irrespective of their work locations. Upon information and belief,
5 Defendants process payroll for departing employees in the same manner throughout the State of
6 California, regardless of the manner in which each employee's employment ends.

7 14. Defendants continue to employ non-exempt or hourly paid employees in
8 California.

9 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
11 advisors knowledgeable about California labor and wage law, employment and personnel
12 practices, and about the requirements of California law.

13 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
14 members were not paid for all hours worked because all hours worked were not recorded.

15 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive certain wages for
17 overtime compensation and that they were not receiving certain wages for overtime
18 compensation.

19 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to meal periods in accordance
21 with the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage
22 Order or payment of one (1) additional hour of pay at their regular rates of pay when they were
23 not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
24 class members were not provided with all meal periods or payment of one (1) additional hour of
25 pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30)
26 minute meal period.

27 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to rest periods in accordance

1 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
2 additional hour of pay at their regular rates of pay when they were not authorized and permitted
3 to take a compliant rest period and that Plaintiff and class members were not authorized and
4 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
5 pay at their regular rates of pay when they were not authorized and permitted to take a
6 compliant rest period.

7 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive complete and
9 accurate wage statements in accordance with California law. In violation of the California
10 Labor Code, Plaintiff and class members were not provided complete and accurate wage
11 statements.

12 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that they had a duty to maintain accurate and complete payroll records in
14 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
15 knowingly, and intentionally failed to do so.

16 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to timely payment of all
18 wages earned upon termination of employment. In violation of the California Labor Code,
19 Plaintiff and class members did not receive payment of all wages due, including, but not limited
20 to, overtime wages, and meal and rest period premiums, within permissible time periods.

21 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to timely payment of wages
23 during their employment. In violation of the California Labor Code, Plaintiff and class
24 members did not receive payment of all wages, including, but not limited to, overtime wages,
25 and/or meal and rest period premiums, within permissible time periods.

26 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and class members for all hours worked, and that Defendants had the financial ability to pay

1 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
2 represented to Plaintiff and class members that they were properly denied wages, all in order to
3 increase Defendants' profits.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

5 25. At all times herein set forth, PAGA provides that any provision of law under the
6 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
7 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
8 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
9 aggrieved employees in a civil action brought on behalf of themselves and other current or
10 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

11 26. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
12 person who was employed by the alleged violator and against whom one or more of the alleged
13 violations was committed."

14 27. Plaintiff and other current and former employees of Defendants are "aggrieved
15 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or
16 former employees and one or more of the alleged violations were committed against them.

17 28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
18 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
19 requirements have been met:

- 20 a. The aggrieved employee or representative shall give written notice by
21 online filing with the LWDA and by certified mail to the employer of the
22 specific provisions of the California Labor Code alleged to have been
23 violated, including the facts and theories to support the alleged violation.
- 24 b. An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be accompanied
26 by a filing fee of seventy-five dollars (\$75).
- 27 c. The LWDA shall notify the employer and the aggrieved employee or
28 representative by certified mail that it does not intend to investigate the

1 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
2 postmark date of the aggrieved employee’s notice. Upon receipt of the
3 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
4 calendar days of the postmark date of the aggrieved employee’s notice, the
5 aggrieved employee may commence a civil action pursuant to California
6 Labor Code section 2699 to recover civil penalties.

7 29. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
8 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
9 other than those listed in Section 2699.5 after the following requirements have been met:

- 10 d. The aggrieved employee or representative shall give written notice by
11 online filing with the LWDA and by certified mail to the employer of the
12 specific provisions of the California Labor Code alleged to have been
13 violated (other than those listed in Section 2699.5), including the facts and
14 theories to support the alleged violation.
- 15 e. An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(c) and any employer response to that notice shall be accompanied
17 by a filing fee of seventy-five dollars (\$75).
- 18 f. The employer may cure the alleged violation within thirty-three (33)
19 calendar days of the postmark date of the notice sent by the aggrieved
20 employee or representative. The employer shall give written notice within
21 that period of time by certified mail to the aggrieved employee or
22 representative and by online filing with the LWDA if the alleged violation
23 is cured, including a description of actions taken, and no civil action
24 pursuant to Section 2699 may commence. If the alleged violation is not
25 cured within the 33-day period, the aggrieved employee may commence a
26 civil action pursuant to Section 2699.

27 30. On November 3, 2025, Plaintiff provided written notice by online filing to the
28 LWDA of the specific provisions of the California Labor Code alleged to have been violated,

1 including facts and theories to support the alleged violations, in accordance with California
 2 Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing
 3 fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of
 4 Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1135813-25.
 5 A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached
 6 hereto as "Exhibit 1."

7 31. On February 2, 2026, Plaintiff provided written notice to Defendants via Certified
 8 Mail of the specific provisions of the California Labor Code alleged to have been violated,
 9 including facts and theories to support the alleged violations, in accordance with California
 10 Labor Code section 2699.3. This written notice was postmarked January 30, 2026.

11 32. As of the filing date of this complaint, over 65 days have passed since Plaintiff
 12 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
 13 to investigate Plaintiff's claims and Defendants have not cured the violations.

14 33. Thus, Plaintiff has satisfied the administrative prerequisites under California
 15 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
 16 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
 17 1174(d), and 1198.

18 34. Labor Code section 558(a) provides "[a]ny employer or other person acting on
 19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
 20 provision regulating hours and days of work in any order of the Industrial Welfare Commission
 21 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
 22 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
 23 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
 24 pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides
 25 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal
 26 penalty provided by law."

27 35. Defendants, at all times relevant to this complaint, were employers or persons
 28 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'

rights by violating various sections of the California Labor Code as set forth above.

36. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

37. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), and 1198.

CLASS ACTION ALLEGATIONS

38. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

39. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

40. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

41. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

42. Members of the Class and Subclass are referred to herein as "class members."

43. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

44. There are common questions of law and fact as to class members that

predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (c) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (d) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (e) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (f) Whether Defendants failed to pay earned overtime wages, meal and rest period premiums, and/or vested vacation wages due to Plaintiff and class members upon their discharge;
- (g) Whether Defendants failed timely to pay overtime wages, and/or meal and rest period premiums, due to Plaintiff and class members during their employment;
- (h) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (i) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

45. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all

1 members would be unfeasible and impractical. The membership of the
2 entire class is unknown to Plaintiff at this time; however, the class is
3 estimated to be greater than one hundred (100) individuals and the
4 identity of such membership is readily ascertainable by inspection of
5 Defendants' employment records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
7 protect the interests of each class member with whom he has a well-
8 defined community of interest, and Plaintiff's claims (or defenses, if
9 any) are typical of all class members as demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
11 protect the interests of each class member with whom he has a well-
12 defined community of interest and typicality of claims, as
13 demonstrated herein. Plaintiff acknowledges that he has an obligation
14 to make known to the Court any relationship, conflicts or differences
15 with any class member. Plaintiff's attorneys, the proposed class
16 counsel, are versed in the rules governing class action discovery,
17 certification, and settlement. Plaintiff has incurred, and throughout the
18 duration of this action, will continue to incur costs and attorneys' fees
19 that have been, are, and will be necessarily expended for the
20 prosecution of this action for the substantial benefit of each class
21 member.

22 (d) Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve
24 economies of time, effort, and expense as compared with separate
25 lawsuits, and will avoid inconsistent outcomes because the same issues
26 can be adjudicated in the same manner and at the same time for the
27 entire class.

28 (e) Public Policy Considerations: Employers in the State of California

1 violate employment and labor laws every day. Current employees are
2 often afraid to assert their rights out of fear of direct or indirect
3 retaliation. Former employees are fearful of bringing actions because
4 they believe their former employers might damage their future
5 endeavors through negative references and/or other means. Class
6 actions provide the class members who are not named in the complaint
7 with a type of anonymity that allows for the vindication of their rights
8 while simultaneously protecting their privacy.

9 **FIRST CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
11 **(Against all Defendants)**

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

14 47. Labor Code section 1198 makes it illegal to employ an employee under
15 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
16 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
17 shall be the . . . standard conditions of labor for employees. The employment of any employee
18 . . . under conditions of labor prohibited by the order is unlawful.”

19 48. California Labor Code section 1198 and the applicable IWC Wage Order provide
20 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-
21 one-half or two-times that person’s regular rate of pay, depending on the number of hours
22 worked by the person on a daily or weekly basis.

23 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
25 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
26 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

27 50. The applicable IWC Wage Order further provides that Defendants are and were
28 required to pay Plaintiff and class members working more than twelve (12) hours in a day,

overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

51. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay 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 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay 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 (7th) day of work.

52. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class members were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

53. During the relevant period, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and class members worked overtime and received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

54. Because Plaintiff and class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

55. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code

sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period

Violations

(Against all Defendants)

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

57. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

58. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

59. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

60. At all relevant times herein set forth, the applicable IWC Wage Order authorizes "on duty" meal periods only if (1) the nature of the work prevents the employee from being relieved of all duty and (2) when there is a written agreement stating that the employee may, in

1 writing, revoke the agreement at any time.

2 61. First, during the relevant period, Plaintiff and class members were routinely
3 forced to take meal periods late. For example, Plaintiff often clocked in at 6:00 a.m. but was not
4 permitted to take a meal period until a bell rang at 12:30 p.m.

5 62. Second, during the relevant period, Plaintiff and class members were uniformly
6 denied second meal periods for eligible shifts. For example, Plaintiff regularly worked shifts
7 over 10 hours in duration, but Defendants never provided him with a second meal period in
8 these instances. Under information and belief, Plaintiff and class members did not sign valid
9 second meal period waivers.

10 63. On information and belief, Defendants engaged in a company-wide practice
11 and/or policy of not paying meal period premiums owed when compliant meal periods were not
12 provided. Because of this practice and/or policy, Plaintiff and class members have not received
13 premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums
14 were paid, on information and belief, Defendants failed to pay premiums at the regular rate of
15 pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal
16 periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay
17 the full meal period premiums due.

18 64. Defendants' conduct violates the applicable IWC Wage Order, and California
19 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
20 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate
21 of compensation for each work day that the meal period was not provided.

22 **THIRD CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 24 **(Against all Defendants)**

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

27 66. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class

members' employment by Defendants.

67. 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 ½) hours.

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. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

69. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

70. During the relevant time period, Plaintiff and class members were not provided with second rest periods when their shifts exceeded 10 hours, as required by California law. Despite being eligible for a second rest period, Plaintiff and class members were not authorized or permitted to take one and were instead expected to continue performing work duties throughout the day. Specifically, for shifts up to 10 hours, Plaintiff and class members were provided with one 10-minute rest break, and for shifts exceeding 10 hours, Plaintiff and class members were provided with a single 15-minute rest break.

71. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

72. Defendants have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. To the extent that Defendants paid rest period premiums, on information and belief, Defendants failed to pay premiums at the regular rate of pay.

73. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)

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

75. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

76. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all

1 applicable hourly rates in effect during the pay period, including rates of pay for overtime
 2 wages, and the corresponding number of hours worked at each hourly rate; all deductions; the
 3 inclusive dates of the pay periods; the last four digits of employees' social security numbers or
 4 employee identification numbers; and the name and legal address of the employer. Specifically,
 5 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(3), 226(a)(4), 226(a)(5), 226(a)(6),
 6 226(a)(7), 226(a)(8), and 226(a)(9).

7 77. While Defendants' wage statements are deficient due to derivative violations,
 8 Plaintiff and Subclass members also have a direct claim for Defendants' failure to include
 9 applicable hourly rates of pay on wage statements. Defendants obfuscated employees' pay and
 10 deprived Plaintiff and Subclass members of the information necessary to verify the correctness
 11 of their wages and hours.

12 78. Because Defendants did not record the time Plaintiff and Subclass members spent
 13 working off the clock, Defendants did not list the correct amount of gross wages and net wages
 14 earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5).
 15 For the same reason, Defendants failed to accurately list the total number of hours worked by
 16 Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable
 17 hourly rates of pay in effect during the pay period and the corresponding accurate number of
 18 hours worked at each hourly rate, in violation of section 226(a)(9).

19 79. The wage statement deficiencies also include, among other things, failing to list
 20 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
 21 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
 22 which employees were paid; failing to list the name of the employee and only the last four digits
 23 of his or her social security number or an employee identification number other than a social
 24 security number; failing to list the name and address of the legal entity that is the employer;
 25 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
 26 the-clock.

27 80. California Labor Code section 1174(d) provides that "[e]very person employing
 28 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees

employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

81. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

82. Plaintiff and Subclass 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 (\$4,000) per employee.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination (Against all Defendants)

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

84. This cause of action is dependent upon, and wholly derivative of, the overtime wages, meal and rest period premiums, and/or vested vacation wages that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

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

86. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, meal and rest period premiums, and/or vested vacation wages, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

87. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

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

89. This cause of action is dependent upon, and wholly derivative of, the overtime wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class

members during their employment.

90. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

91. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

92. At all times relevant herein, Labor Code section 204 provides that all 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. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

93. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

94. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

SEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

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

1 96. California Labor Code §§ 2698, et seq. (“PAGA”) permits Plaintiff to recover
2 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
3 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
4 510, 512(a), 516, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved
5 employees, including Plaintiff, to recover civil penalties for violations of those Labor Code
6 sections not found in section 2699.5, including section 516.

7 97. Defendants’ conduct, as alleged herein, violates numerous sections of the
8 California Labor Code, including, but not limited to, the following:

- 9 a. Violation of Labor Code sections 510 and 1198, and the applicable IWC
10 Wage Order for Defendants’ failure to compensate Plaintiff and other
11 aggrieved employees with all required overtime pay, as alleged herein;
- 12 b. Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
13 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
14 and other aggrieved employees with meal periods, as alleged herein;
- 15 c. Violation of Labor Code sections 226.7, 516, and 1198, and the
16 applicable IWC Wage Order for Defendants’ failure to authorize and
17 permit Plaintiff and other aggrieved employees to take rest periods, as
18 alleged herein;
- 19 d. Violation of Labor Code sections 226(a) and 1198, and the applicable
20 IWC Wage Order for failure to provide accurate and complete wage
21 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 22 e. Violation of Labor Code sections 1174(d) and 1198, and the applicable
23 IWC Wage Order for failure to maintain payroll records, as alleged
24 herein;
- 25 f. Violation of Labor Code sections 201 and 202 for failure to pay all
26 earned wages upon termination, as alleged herein; and
- 27 g. Violation of Labor Code section 204 for failure to pay all earned wages
28 during employment, as alleged herein.

98. At all relevant times, Defendants also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Plaintiff and other aggrieved employees have not received premium pay for all missed recovery periods. Defendants failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198. Plaintiff and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

EIGHTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

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

100. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

101. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

103. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

(a) Requiring non-exempt, hourly paid employees, including Plaintiff and

1 class members, to work overtime without paying them proper
2 compensation in violation of California Labor Code sections 510 and
3 1198, and the applicable IWC Wage Order, as alleged herein;

4 (b) Failing to provide all meal periods to Plaintiff and class members in
5 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
6 and the applicable IWC Wage Order, as alleged herein;

7 (c) Failing to authorize and permit Plaintiff and class members to take all rest
8 periods in violation of California Labor Code sections 226.7, 516, and
9 1198, and the applicable IWC Wage Order, as alleged herein;

10 (d) Failing to provide Plaintiff and class members with accurate wage
11 statements and failing to maintain accurate payroll records in violation
12 of California Labor Code sections 226(a), 1174(d), and 1198, and the
13 applicable IWC Wage Order, as alleged herein; and

14 (e) Failing timely to pay all earned wages to Plaintiff and class members in
15 violation of California Labor Code section 204, as alleged herein.

16 104. As a result of the violations of California law herein described, Defendants
17 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
18 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

19 105. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
20 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
21 Defendants during a period that commences four years prior to the filing of the initial complaint;
22 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
23 class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure
24 section 1021.5 and other applicable laws; and an award of costs.

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NINTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

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

107. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

108. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

109. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

110. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies and practices have violated the spirit of California’s meal and rest period laws and constitute acts against the public policy behind these laws.

111. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

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

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code section 1194(a); and

2 9. For such other and further relief as the Court may deem equitable and
3 appropriate.

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

5 10. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
7 willfully failing to provide all meal periods to Plaintiff and class members;

8 11. That the Court make an award to the Plaintiff and class members of one (1)
9 hour of pay at each employee's regular rate of pay for each workday that a meal period was
10 not provided;

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

13 13. For premiums pursuant to California Labor Code section 226.7(c);

14 14. For pre-judgment interest on any unpaid meal period premiums from the date
15 such amounts were due, or as otherwise provided by law;

16 15. For attorneys' fees pursuant to California Code of Civil Procedure section
17 1021.5, or as otherwise provided by law; and

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

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

21 17. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
23 failing to authorize and permit Plaintiff and class members to take all rest periods;

24 18. That the Court make an award to the Plaintiff and class members of one (1) hour
25 of pay at each employee's regular rate of pay for each workday that a rest period was not
26 authorized and permitted;

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

- 1 20. For premiums pursuant to California Labor Code section 226.7(c);
- 2 21. For pre-judgment interest on any unpaid rest period premiums from the date such
- 3 amounts were due, or as otherwise provided by law;
- 4 22. For attorneys' fees pursuant to California Code of Civil Procedure section
- 5 1021.5, or as otherwise provided by law; and
- 6 23. For such other and further relief as the Court may deem equitable and
- 7 appropriate.

8 **As to the Fourth Cause of Action**

- 9 24. That the Court declare, adjudge and decree that Defendants violated the
- 10 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
- 11 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
- 12 itemized wage statements thereto;
- 13 25. For all actual, consequential, and incidental losses and damages, according to
- 14 proof;
- 15 26. For injunctive relief pursuant to California Labor Code section 226(h);
- 16 27. For statutory penalties pursuant to California Labor Code section 226(e);
- 17 28. For attorneys' fees and costs pursuant to California Labor Code section
- 18 226(e)(1); and
- 19 29. For such other and further relief as the Court may deem equitable and
- 20 appropriate.

21 **As to the Fifth Cause of Action**

- 22 30. That the Court declare, adjudge and decree that Defendants violated California
- 23 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, meal and rest
- 24 period premiums, and/or vested vacation wages owed at the time of termination of the
- 25 employment of Plaintiff and other terminated class members;
- 26 31. For all actual, consequential and incidental losses and damages, according to
- 27 proof;
- 28 32. For waiting time penalties according to proof pursuant to California Labor Code

1 section 203 for all employees who have left Defendants' employ;

2 33. For pre-judgment interest on any unpaid wages from the date such amounts were
3 due, or as otherwise provided by law;

4 34. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 35. For such other and further relief as the Court may deem equitable and
7 appropriate.

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

9 36. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
11 overtime wages, and/or meal and rest period premiums, during their employment;

12 37. For all actual, consequential and incidental losses and damages, according to
13 proof;

14 38. For statutory penalties according to proof pursuant to California Labor Code
15 section 210;

16 39. For pre-judgment interest on any unpaid wages from the date such amounts were
17 due, or as otherwise provided by law;

18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 41. For such other and further relief as the Court may deem equitable and
21 appropriate.

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

23 42. That the Court declare, adjudge and decree that Defendants violated the
24 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
25 510 and 1198 (by failing to pay all overtime compensation); 226.7, 512(a), 516, and 1198 (by
26 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
27 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
28 maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages

upon termination); and 204 (by failing to timely pay all earned wages during employment).

43. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), and 1198;

44. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), and 1198;

45. For pre-judgment and post-judgment interest as provided by law; and
For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

46. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to authorize and permit Plaintiff and class members to take all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to timely pay Plaintiff and class members all earned wages upon termination, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

48. 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 violations of California Business & Professions Code sections 17200, *et seq.*;

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

50. For such other and further relief as the Court may deem equitable and

1 appropriate.

2 **As to the Ninth Cause of Action**

3 51. That the Court declare, adjudge and decree that Defendants' conduct of denying
4 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
5 unfair business practice in violation of California Business and Professions Code sections
6 17200, *et seq.*;

7 52. For restitution of the statutory benefits under section 226.7 unfairly withheld
8 from Plaintiff and class members and prejudgment interest from the day such amounts were due
9 and payable;

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

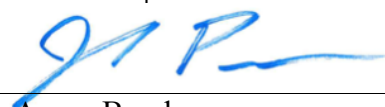
14 54. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Code of Civil Procedure section 1021.5;

16 55. For pre-judgment and post-judgment interest as provided by law; and

17 56. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 Dated: February 18, 2026

BROCK & GONZALES, LLP
CLAYTON | BRANDES

21 By: 

22 D. Aaron Brock
23 Joseph D. Parsons

24 *Attorneys for Plaintiff Juan Arturo Vega Loera*