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Attorneys for Plaintiff
Andrea Angelis

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

ANDREA ANGELIS, as an individual, on behalf of herself and all persons similarly situated,

Plaintiff,

v.

MAVERICK ENTERPRISE, INC., a California corporation; ENOPLASTIC USA, INC., a California corporation; CREALIS USA, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CU26-00709

Unlimited Civil
Amount Demanded Exceeds $35,000

FIRST AMENDED COMPLAINT

1. Failure to Timely Pay Minimum, Regular, and/or Contractual Wages;
2. Failure to Timely Pay Overtime and/or Double Time Wages;
3. Failure to Provide Legally Compliant Meal Periods and/or Timely Pay Premium Wages;
4. Failure to Provide Legally Compliant Rest Periods and/or Timely Pay Premium Wages;
5. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment;
6. Failure to Furnish Accurate Itemized Wage Statements;
7. Failure to Reimburse for Necessary Business Expenses;
8. California's Unfair Competition Law; and
9. Private Attorneys General Act.

DEMAND FOR JURY TRIAL

Plaintiff Andrea Angelis ("Plaintiff"), by and through her attorneys of record, brings this class action and Private Attorneys General Act ("PAGA") enforcement on behalf of herself and all other persons similarly situated against Defendants Maverick Enterprise, Inc., Enoplastic USA, Inc., Crealis USA, Inc., and Does 1 through 50, inclusive (collectively, "Defendants"), on the following grounds:

INTRODUCTION

1. This action is brought by Plaintiff on behalf of herself and all other current and former employees of Defendants, individually and/or collectively, who were classified as non-exempt and performed work in California during the relevant period ("Non-Exempt Employees").

2. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern of violating the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Order.

3. Plaintiff is informed and believes, and thereon alleges, that Defendants have increased their profits by violating California law by, among other things:

a. Failing to timely pay all minimum and/or regular wages during employment;

b. Failing to timely pay all overtime and/or double time wages during employment;

c. Failing to pay contractual wages during employment;

d. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages;

e. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages;

f. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;

g. Failing to furnish accurate itemized wage statements;

h. Failing to maintain accurate employment records;

i. Failing to reimburse business expenses;

j. Failing to provide a safe and healthful place of employment;

k. Engaging in unfair competition; and

l. Retaliation.

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SAN DIEGO, CALIFORNIA 92103

4. By and through this action, Plaintiff, on behalf of herself and all other Non-Exempt Employees, seeks to recover all available remedies, including unpaid wages and benefits, statutory penalties, civil penalties, interest, restitution, injunctive relief, attorneys' fees, and litigation costs.

5. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiff, which are based upon her personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

6. Pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 382 and California Business and Professions Code ("Business and Professions Code") section 17203, Plaintiff brings this action on behalf of herself and all other Non-Exempt Employees.

7. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. Defendants are licensed to do business, and are actually doing business, in the State of California. The amount in controversy, exclusive of interest, costs, and attorneys' fees exceeds the minimum jurisdictional amount for this Court.

8. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the actions, conduction, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and other Non-Exempt Employees within the county and throughout the State of California.

9. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

THE PARTIES

10. Plaintiff is, and at all times relevant to this complaint, was an adult individual residing in Solano County, and in the State of California. Plaintiff was employed by Defendants from approximately March 2, 2020, to June 20, 2025, as a Production Lead in the Screw Cap Department.

11. Defendant Maverick Enterprise, Inc. ("Defendant Maverick") is a California corporation

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

with its principal place of business in Fairfield, California. Defendant Maverick is in the business of manufacturing capsules for beverages, including, but not limited to, closures, capsules, and wirehoods.

12. Defendant Enoplastic USA, Inc. ("Defendant Enoplastic") is a California corporation with its principal place of business in Fairfield, California. Defendant Enoplastic is in the business of manufacturing capsules for beverages, including, but not limited to, closures, capsules, and wirehoods.

13. Defendant Crealis USA, Inc. ("Defendant Crealis") is a California corporation with the principal place of business in Fairfield, California. Defendant Crealis is the parent company of Defendants Maverick and Enoplastic. Defendant Crealis is in the business of manufacturing capsules for beverages.

14. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are ascertained.

15. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant to this complaint, were employers subject to the Labor Code and applicable IWC Wage Order, as defined therein, whose employees were and are engaged in work throughout this county within the state of California.

16. At all times relevant to this complaint, the acts alleged to have been done and/or caused by the named defendants are also alleged to have been done and/or caused by the fictitiously named defendants and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

17. At all times relevant to this complaint, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, dual employer, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein, acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

18. At all times relevant to this complaint, the acts and/or omissions of each of the defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other defendants, including each fictitiously named defendant, in proximately

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants, including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each defendant, including each fictitiously named defendant, was and is acting with the authority of each and every other defendant and/or are acting as agents of each and every other defendant or Doe defendant.

19. At all times relevant to this complaint, there was a unity of interest and ownership between each defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiff and all other Non-Exempt Employees.

20. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff and all other Non-Exempt Employees, including, but not limited to, implementing standard policies and procedures.

21. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, was the employer or other person acting on behalf of the employer, within the meaning of Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

22. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, caused Non-Exempt Employees, including Plaintiff, to work and/or prevented Plaintiff and other Non-Exempt Employees from working.

23. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, had control over the Non-Exempt Employees.

24. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

25. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

26. Plaintiff was employed by, or otherwise performed work for, Defendants from approximately March 2, 2020, to June 20, 2025. Plaintiff performed work as a Production Lead in the Screw Cap Department in Fairfield, California. As a Production lead, Plaintiff’s job duties consisted of

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

overseeing the manufacturing of capsules, including, but not limited to, color matching, running and troubleshooting machines, and ensuring the output and quality are met, as well as training employees on the duties of the position, among other things. Plaintiff typically worked five to six days a week and eight-to-ten-hour shifts. At all relevant times, Plaintiff was classified by Defendants as a non-exempt employee, earned an hourly wage, and was paid on a bi-weekly basis.

27. Defendant Crealis is the parent company of Defendants Enoplastic and Maverick. Defendants are in the business of manufacturing capsules for beverages, including, but not limited to, closures, capsules, and wirehoods.

28. Defendants operate two manufacturing facilities in California.

29. At all times relevant to this complaint, Defendants employed Non-Exempt Employees in various non-exempt positions who earn an hourly wage and are paid on a bi-weekly basis.

30. At all times relevant to this complaint, Non-Exempt Employees regularly worked shifts of eight to ten hours in length.

31. At all times relevant to this complaint, Non-Exempt Employees often worked during the "third shift" and/or overnight.

32. At all times relevant to this complaint, the policies and practices applicable to Plaintiff were applicable to all other Non-Exempt Employees.

33. It is Plaintiff's understanding and belief that at all times relevant to this complaint, Defendants had a policy and practice of knowingly and purposefully altering Plaintiff and other Non-Exempt Employee's time records.

34. At all times relevant to this complaint, Defendants had a common practice of setting production quotas for Plaintiff and other Non-Exempt Employees to meet.

35. At all times relevant to this complaint, Defendants had a common practice of not providing adequate staffing.

36. At all times relevant to this complaint, Defendants had a policy of paying shift differentials to Non-Exempt Employees who worked during the "third shift" and/or overnight.

37. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all minimum, regular, and/or contractual wages for all time worked or spent under the control

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

of Defendants at least twice per calendar month on the dates designated in advance during employment.

38. At all times relevant to this complaint, Defendants had the pattern and practice of shaving time worked from Plaintiff's and other Non-Exempt Employees' time records without obtaining their prior authorization and with the purpose to reduce the amount of pay they received. In addition to time shaving, Defendants had the pattern and practice of altering the clock-in and clock-out times of their Non-Exempt Employees to reduce the time Plaintiff and other Non-Exempt Employees reported as time worked.

39. As a result of Defendants' illegal shaving practices, Plaintiff and other Non-Exempt Employees were not compensated for all time actually worked due to Defendants' adjustments to their time records.

40. At all times relevant to this complaint, Defendants had a policy and practice of not compensating Plaintiff and other Non-Exempt Employees for work performed off-the-clock.

41. Plaintiff and other Non-Exempt Employees often responded to work-related questions during their off-the-clock meal periods.

42. Plaintiff and other Non-Exempt Employees would communicate with supervisors, managers, and other co-workers by phone or text messages on days that they were not clocked in for work to help troubleshoot issues at the facility so that production quotas could be met.

43. Plaintiff and other Non-Exempt Employees were not compensated for time spent working off-the-clock.

44. At all times relevant to this complaint, Defendants had a practice of not paying shift differentials as promised to Plaintiff and other Non-Exempt Employees when they worked during the "third shift" and/or overnight.

45. At all times relevant to this complaint, Defendants had a policy and practice of not compensating Plaintiff and other Non-Exempt Employees split shift premiums.

46. Plaintiff and other Non-Exempt Employees often worked days that were interrupted by a non-paid, non-working period of more than a bona fide meal period.

47. Despite requiring Plaintiff and other Non-Exempt Employees to work split shifts, Defendants did not pay Plaintiff and other Non-Exempt Employees a split shift premium.

48. Defendants knew or should have known that Plaintiff and other Non-Exempt Employees

were not being compensated for all time worked because Defendants knowingly and purposefully reduced the number of hours worked, directed or otherwise compelled Plaintiff and other Non-Exempt Employees to perform work while not clocked in for work, did not pay shift differentials as promised, and did not pay split shift premiums.

49. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all overtime and/or double time wages no later than the pay day for the next regular payroll period during employment.

50. Defendants regularly adjusted Plaintiff's and other Non-Exempt Employees' time punches to reduce the amount of time actually worked in order to reduce the amount of time paid for overtime and/or double-time.

51. Plaintiff and other Non-Exempt Employees were not compensated for all overtime and/or double time actually worked due to Defendants' adjustments to their time records.

52. Plaintiff and other Non-Exempt Employees occasionally worked in excess of 12 hours a day but did not receive double-time on the occasions where they worked more than 12 hours.

53. At all times relevant to this complaint, Defendants had a policy and practice of not compensating Plaintiff and other Non-Exempt Employees for work performed while they were not clocked in for work.

54. Defendants knew or should have known that Plaintiff and other Non-Exempt Employees were not being compensated for all overtime and/or double time worked because Defendants knowingly and purposefully reduced the number of hours worked, did not compensate for time worked in excess of 12 hours per day, and directed or otherwise encouraged Plaintiff and other Non-Exempt Employees to perform work while off-the-clock.

55. At all times relevant to this complaint, Defendants had a common practice of failing to provide Non-Exempt Employees with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth hour of work when they worked five or more hours in a workday.

56. At all times relevant to this complaint, Defendants regularly failed to provide Plaintiff and other Non-Exempt Employees with the opportunity to take a second 30-minute, uninterrupted, duty-free meal period when they work ten or more hours in a workday.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

57. At all times relevant to this complaint, Defendants had a common practice of not timely paying Non-Exempt Employees one additional hour of pay at their regular rate of compensation for each workday that a lawful meal period was not provided.

58. Defendants fail to ensure adequate coverage for meal and rest periods.

59. Plaintiff and other Non-Exempt Employees often worked through or took their meal periods late because there was no one available to relieve them.

60. Defendants set production quotas that compel or otherwise encourage non-compliant meal periods.

61. Plaintiff and other Non-Exempt Employees frequently ate their lunches while monitoring the machines in order to meet production demands.

62. Supervisors and Managers often interrupted Plaintiff and other Non-Exempt Employees with work-related questions.

63. Defendants regularly altered the time records to show legally compliant meal periods to keep from having to pay meal period premiums.

64. Defendants frequently adjusted Plaintiff and Non-Exempt Employees' time records to show that they took a 30-minute meal period before their fifth hour of work, when they in fact took a late meal period, a meal period of less than 30 minutes, or no meal period at all.

65. Defendants knew or should have known that Plaintiff and other Non-Exempt Employees were not provided with legally compliant meal periods because they altered time records, imposed unreasonable production quotas, and failed to provide adequate coverage.

66. Defendants did not pay Plaintiff or other Non-Exempt Employees one-hour of premium wages at their regular rate of pay for each workday that a legally compliant meal period was not provided.

67. At all times relevant to this complaint, Defendants had a common practice of failing to authorize and permit Non-Exempt Employees to take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major fraction thereof.

68. At all times relevant to this complaint, Defendants had a common practice of not timely paying Non-Exempt Employees one additional hour of pay at their regular rate of compensation for each workday that a lawful rest period was not provided.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

69. Defendants have a common practice of not providing adequate staffing to ensure coverage of rest periods.

70. Plaintiff and other Non-Exempt Employees were often not provided with the opportunity to take 10-minute rest periods for every four hours worked or a major fraction thereof because they did not have someone to relieve them from their duties.

71. Defendants set production quotas that compel or otherwise encourage non-compliant rest periods.

72. Plaintiff and other Non-Exempt Employees frequently worked through their rest periods in order to meet production demands.

73. Defendants failed to authorize and permit Plaintiff and other Non-Exempt Employees to take a third rest period when they worked ten or more hours in a workday.

74. Defendants did not pay Plaintiff or other Non-Exempt Employees one-hour of premium wages at their regular rate of pay for each workday that a legally compliant rest period was not provided.

75. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all wages due and owed upon separation of employment.

76. At all times relevant to this complaint, Defendants had a common practice of failing to pay the appropriate waiting time penalties for the late payment of wages upon separation of employment.

77. Defendants failed to pay Plaintiff and other former Non-Exempt Employees for all time actually worked or spent under the control of Defendants, for all shift differentials, for all split shift premiums, for all overtime and/or double time wages for work in excess of 8 hours per day and/or 40 hours per week, and for all premium wages for non-compliant meal and rest periods upon separation of employment.

78. Plaintiff has yet to be paid and has not received any waiting time penalties for the late payment of her wages. It is Plaintiff's understanding and belief that other former Non-Exempt Employees have also yet to receive all wages owed or waiting time penalties for the late payment of their wages.

79. Defendants knew or should have known that upon separation of employment Plaintiff and other former Non-Exempt Employees were not paid for all wages owed because Defendants knowingly and purposefully reduced the number of hours worked and modified time punches, directed or otherwise

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

compelled Plaintiff and other Non-Exempt Employees to perform work while off-the-clock, did not pay shift differentials as promised, did not pay split shift premiums, and did not pay meal or rest period premiums as required by California law.

80. Plaintiff and former other Non-Exempt Employees have yet to be paid the appropriate waiting time penalties for the late payment of final wages.

81. At all times relevant to this complaint, Defendants had a common practice of failing to furnish Non-Exempt Employees with accurate itemized wage statements.

82. Defendants have a common practice of knowingly and/or intentionally furnishing Plaintiff and other Non-Exempt Employees with wage statements that do not correctly list the number of hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate, premium wages for non-compliant meal and/or rest periods at their regular rate of pay, the amount of gross and net wages earned, and all deductions.

83. The wage statements issued to Plaintiff and other Non-Exempt Employees did not reflect the total number of hours actually worked because Defendants regularly modified their time records to reduce the number of hours actually worked and to show compliant meal periods.

84. The wage statements furnished to Plaintiff and other Non-Exempt Employees did not contain accurate compensation information because they were not paid for all of their time worked, such as time that was illegally shaved and the time they were required to work off-the-clock.

85. The wage statements furnished to Plaintiff and other Non-Exempt Employees did not contain accurate compensation information because they were not paid for shift differentials or split shift premiums.

86. The wage statements furnished to Plaintiff and other Non-Exempt Employees did not include accurate premium wages for non-compliant meal and/or rest periods.

87. Due to the missing and/or incorrect information on their wage statements, Plaintiff and other Non-Exempt Employees were unable to promptly and easily determine, for example, the total number of hours actually worked, and the wages actually earned during the pay period.

88. At all times relevant to this complaint, Defendants had a common practice of failing to keep and maintain accurate employment records.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

89. Defendants regularly altered the time punches of Plaintiff and other Non-Exempt Employees to reduce amount of time actually worked, and/or to show a lawful meal period.

90. Defendants have failed to keep and maintain accurate records of the hours actually worked by Plaintiff and other Non-Exempt employees, including, but not limited to, the proper beginning and end of each work period, the beginning and end of each meal period, and the total hours worked during the pay period.

91. Defendants have failed to keep and maintain accurate records of the wages earned and paid because Defendants did not pay for all time worked or spent under the control of Defendants, for all shift differentials, for all split shift premiums, and all premium wages for non-compliant meal and rest periods.

92. At all times relevant to this complaint, Defendants had a common practice of failing to reimburse for business expenses incurred in connection with employment.

93. Plaintiffs and other Non-Exempt Employees often use their personal cellphones in the discharge of their duties to communicate with Defendants to troubleshoot issues while off-the-clock.

94. At all times relevant to this complaint, Defendants had a policy requiring Non-Exempt Employees to download the ADP application on their personal cell phone and use the application for timekeeping and personnel updates.

95. At all times relevant to this complaint, Defendants did not have a written policy concerning the reimbursement of personal cell phone use.

96. Defendants had a common practice of failing to reimburse Non-Exempt Employees for their use of personal cell phones.

97. Plaintiff and other Non-Exempt Employees were not reimbursed a reasonable percentage of their cell phone bill.

98. At all times relevant to this complaint, Defendants had a common practice of failing to provide a safe and healthful place of employment.

99. Plaintiff and other Non-Exempt Employees regularly work with machines, paint, and other chemical and fumes.

100. Defendants required Plaintiff and other Non-Exempt Employees to work in buildings that do not have adequate ventilation.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

101. Plaintiff and other Non-Exempt Employees regularly experienced adverse reactions to the machines, paint, chemicals and fumes, including, but not limited to skin and eye irritation and dizziness.

102. Plaintiff and other Non-Exempt Employees reported to Defendants that they were experiencing adverse effects from the machines, paint, chemicals and fumes, such as skin and eye irritation and dizziness.

103. Plaintiff and other Non-Exempt Employees requested that Defendants provide them with proper ventilation, personal protective equipment such as masks and gloves, and treatment for skin and eye irritation.

104. Defendants did not provide Plaintiff and other Non-Exempt Employees with personal protective equipment to protect them from the adverse effects of the machines, paint, chemicals and fumes.

105. At all times relevant to this complaint, Defendants engaged in a common pattern and practice of unfair, unlawful, and fraudulent business practices.

106. At all times relevant to this complaint, Defendants engaged in retaliation against Plaintiff.

107. On several occasions, Plaintiff reported to Defendants that she and other Non-Exempt Employees were being exposed to chemicals and fumes that were causing adverse health effects, such as skin irritation and dizziness.

108. Plaintiff reported on a number of occasions to Defendants that the building did not have proper ventilation.

109. Plaintiff reasonably believed that Defendants had the authority to investigate, discover, or correct the health and safety concerns she reported.

110. Plaintiff reasonably believed that the health and safety concerns she reported constituted violations of California health and safety laws and/or regulations.

111. On multiple occasions, Plaintiff reported to her supervisors and managers that the maintenance manager was bullying and harassing her and other employees, as well as creating a hostile work environment.

112. Plaintiff reported that among other things the maintenance manager was a “bully” and would make inappropriate statements about her, call her names, and degrade and argue with her over maintenance requests.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

113. Plaintiff reasonably believed that her supervisors and/or managers had the authority to investigate, discover, or correct the maintenance manager's conduct.

114. Plaintiff reasonably believed that the maintenance manager's improper conduct she reported violated California's laws against harassment in the workplace.

115. Defendants subsequently terminated Plaintiff's employment.

116. It is Plaintiff's understanding and belief that her reports of health and safety concerns and the bullying and harassment by the maintenance manager were a contributing factor in Defendants' decision to terminate her employment.

117. Plaintiff was harmed by Defendants' conduct.

118. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

119. On December 5, 2025, Plaintiff submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants informing them of Defendants' alleged violations of the Labor Code. A true and correct copy of the December 5, 2025, written notice is attached hereto as Exhibit 1 and is incorporated herein by reference.

120. To date, the LWDA has not provided notice of its intent to investigate the alleged violations.

121. Plaintiff believes that additional violations may be discovered and therefore reserves her right to allege additional violations of law as investigation and discovery warrants. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint.

CLASS ALLEGATIONS

122. Plaintiff seeks to represent the following classes, which are defined as follows:

Non-Exempt Class:

> All current and former employees of Defendants, individually and/or collectively, who were classified as non-exempt and performed work for Defendants in California during the period commending on the date that is four years prior to the filing of the original Complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Non-Exempt Class against Defendants the time period should be adjusted accordingly.

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Waiting Time Penalties Sub-Class:

> All members of the Non-Exempt Class who separated employment from Defendants at least once during the three years prior to the filing of the original Complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Waiting Time Penalties Sub-Class against Defendants the time period should be adjusted accordingly.

Wage Statement Sub-Class:

> All members of the Non-Exempt Class that received at least one wage statement during the period commending on the date that is one year prior to the filing of the original Complaint through and including final judgment. To the extent equitable tolling operates to toll the claims by the Wage Statement Sub-Class against Defendants the time period should be adjusted accordingly.

123. Plaintiff reserves the right to establish other additional classes or subclasses or to modify any class definition, as appropriate based on investigation, discovery, and specific theories of liability.

124. Members of the classes described above will be collectively referred to herein as "class members."

125. Class members are "employees" as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

126. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure section 382 because:

a. Numerosity: The members of the Non-Exempt Class, Waiting Time Penalties Sub-Class, and Wage Statement Sub-Class are sufficiently numerous that joinder of all members is impracticable. Although the precise number of class members is unknown to Plaintiff at this time, on information and belief, she estimates that there are approximately 200 class members.

b. Commonality: There are common questions of law and fact as to the class members that predominate over questions affecting only individual members because this action involves Defendants' systematic course of conduct. Common questions include, but are not limited to:

i. Whether Defendants failed to timely pay class members for all time worked;

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

ii. Whether Defendants failed to provide class members with the opportunity to take lawful meal periods;

iii. Whether Defendants authorized and permitted class members to take lawful rest periods for every four hours worked or major fraction thereof;

iv. Whether Defendants paid premium wages for non-compliant meal and rest periods;

v. Whether Defendants failed to timely pay all wages due and owing upon separation of employment to former class members;

vi. Whether Defendants paid the required waiting time penalties for failing to timely pay wages upon separation of employment;

vii. Whether Defendants failed to furnish class members with accurate, itemized wage statements;

viii. Whether Defendants reimbursed class members for reasonable expenses necessarily incurred in the discharge of their duties;

ix. Whether the class members are entitled to damages, restitution, or other relief resulting from Defendants' conduct; and

x. What is the appropriate amount of damages, restitution, or other relief the class members are entitled to as a result of Defendants' conduct.

c. <u>Typicality</u>: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the class members because Defendants' failure to comply with the provisions of California law entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the class members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

d. <u>Adequacy</u>: Plaintiff is qualified to represent the class members and is ready and willing to take the time necessary to prosecute this action. Plaintiff has no conflicts that will prevent her from fairly and adequately representing and protecting the interests of the class members. In addition, Plaintiff's attorneys, as proposed class

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

counsel, are competent and experienced in litigating employment class actions and are versed in the rules governing class action discovery, class certification, and settlement. Plaintiff has incurred and will continue to incur attorneys' fees and costs for the prosecution of this action for the substantial benefit of each class member.

e. Superiority: The nature of this action makes class adjudication superior to other methods because joinder of all class members is impractical. A class action will achieve the economies of time, effort, and expense as compared to a series of separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner at the same time for each class member. If appropriate, this Court is empowered to fashion methods to efficiently manage this case as a class action.

f. Public Policy Considerations: California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future employment prospects through negative references or other means. Class actions provide the unnamed class members with a type of anonymity that allows for the vindication of their rights as the same as affording them privacy protections.

PAGA DESIGNATION

127. Plaintiff represents herself and the following employees of Defendants:

Aggrieved Employees:

All current and former employees of Defendants, individually and/or collectively, who were classified as non-exempt and performed work for Defendants in California during the period commencing on the date that is within one year and sixty-five days prior to the filing of this First Amended Complaint through and including the last day of trial (hereinafter, the "PAGA Period").

128. Members of the group described above will be collectively referred to herein as "Aggrieved Employees."

129. The Aggrieved Employees are all "employees" as the term is used in the Labor Code and

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

the IWC Wage Orders regulating wages, hours, and working conditions in the State of California.

130. Plaintiff reserves her right to redefine the group of Aggrieved Employees as permitted by California law.

131. Pursuant to Labor Code section 2698 *et seq*., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

132. Pursuant to the PAGA all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees, pursuant to Labor Code section 2699(m).

133. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of her claims with the LWDA, Defendants were Plaintiff's and all other Aggrieved Employee's employer or person acting on behalf of the Aggrieved Employees' employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

134. Plaintiff is an "aggrieved employee" under the PAGA because she was employed by the alleged violator, Defendants, and personally suffered each of the violations of law alleged.

135. On December 5, 2025, Plaintiff submitted notice to the LWDA and Defendants informing them of the Defendants' alleged violations of the Labor Code and applicable IWC Wage Order. See Ex. 1.

136. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A).

137. To date, the LWDA has not provided notice its intent to investigate the alleged violations.

138. Plaintiff has exhausted her administrative remedies.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO TIMELY PAY MINIMUM, REGULAR AND/OR CONTRACTUAL WAGES

[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order]

139. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

140. Under Labor Code section 1197 "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage and the minimum so fixed is unlawful."

141. Labor Code section 1198 states,

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

142. Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part, "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1) states, "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."

143. The "Minimum Wages" section of the applicable IWC Wage Order further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

144. Labor Code section 1194(a) states that "…any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation,

including interest thereon, reasonable attorney's fees, and costs of suit."

145. Labor Code section 1194.2(a) states in part:

> In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

146. Labor Code section 210 provides that "any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and, for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

147. Labor Code section 1197.1(a) subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

148. Defendants have a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance during employment to Plaintiff

and members of the Non-Exempt Class.

149. Plaintiff and members of the Non-Exempt Class perform work for Defendants.

150. Plaintiff and members of the Non-Exempt Class often work during the “third shift” and/or overnight.

151. Defendants fail to pay Plaintiff and members of the Non-Exempt Class at least minimum wage for some or all of the hours worked.

152. Defendants regularly alter Plaintiff’s and Non-Exempt Class members’ time records to reduce the amount of time actually worked.

153. Plaintiff and members of the Non-Exempt Class are not compensated for all time actually worked due to Defendants’ altering of their time records.

154. Defendants have a policy and practice of not compensating Plaintiff and members of the Non-Exempt Class for work performed off-the-clock.

155. Plaintiff and members of the Non-Exempt Class often respond to work-related questions during their off-the-clock meal periods.

156. Plaintiff and members of the Non-Exempt Class communicate with supervisors, managers, and other co-workers by phone or text messages on days that they are not clocked in for work to help troubleshoot issues at the facility so that production quotas could be met.

157. Plaintiff and members of the Non-Exempt Class are not compensated for time spent working off-the-clock.

158. Defendants promised to pay shift differentials to Plaintiff and other Non-Exempt Employees when they work during the “third shift” and/or overnight.

159. Defendants have a practice of not paying shift differentials as promised to Plaintiff and other Non-Exempt Employees when they work during the “third shift” and/or overnight.

160. Defendants have a policy and practice of not compensating Plaintiff and members of the Non-Exempt Class split shift premiums.

161. Plaintiff and members of the Non-Exempt Class often work days that are interrupted by a non-paid, non-working period of more than a bona fide meal period.

162. Despite requiring Plaintiff and members of the Non-Exempt Class to work split shifts,

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

Defendants do not pay Plaintiff and members of the Non-Exempt Class a split shift premium.

163. Defendants knew or should have known that Plaintiff and members of the Non-Exempt Class are not being compensated for all time worked because Defendants knowingly and purposefully reduce the number of hours worked, direct or otherwise compel Plaintiff and members of the Non-Exempt Class to perform work while not clocked in for work, do not pay shift differentials as promised, and do not pay split shift premiums.

164. Having not been properly paid for all hours worked, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

165. Plaintiff and members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid wages, penalties, interest and liquidated damages under Labor Code sections 210, 218.6, 1194(a), 1194.2, and 1197.1(a).

166. Plaintiff and members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

167. Plaintiff, on behalf of herself and members of the Non-Exempt Class, requests further relief as described in the below prayer.

SECOND CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO TIMELY PAY OVERTIME AND/OR DOUBLE TIME WAGES

[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order]

168. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

169. Under Labor Code section 1197 "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage and the minimum so fixed is unlawful."

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

170. Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part, "[a]ll wages…earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1) states, "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."

171. The "Minimum Wages" section of the applicable IWC Wage Order further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

172. Under Labor Code section 510(a) any work in excess of eight hours in a workday and any work in excess of 40 hours in a workweek must be compensated at the rate of no less than one and one-half times the employee's regular rate of pay.

173. The "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Order mandate the same requirements as Labor Code section 510.

174. Under California law, the duty to pay overtime wages is a duty imposed by the state, and an employee therefore may not waive his or her right to overtime compensation. *Early v. Superior Court*, 79 Cal.App.4th 1420, 1430 (2000).

175. Labor Code section 1194(a) states that "…any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

176. Labor Code section 1194.2(a) states in part:

> In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

177. Labor Code section 210 provides that "any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

178. Labor Code section 1197.1(a) subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

179. Labor Code section 558(a) provides that "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty" of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

180. Defendants have a common practice of failing to pay Plaintiff and members of the Non-Exempt Class one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek no later than the pay day for the next regular payroll period during employment.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

181. Plaintiff and members of the Non-Exempt Class perform work for Defendants.

182. Plaintiff and members of the Non-Exempt Class regularly work in excess of eight hours per day and/or 40 hours per week.

183. Defendants regularly alter Plaintiff's and Non-Exempt Class members' time records to reduce the amount of time actually worked in order to reduce the amount of time paid for overtime and/or double-time.

184. Plaintiff and members of the Non-Exempt Class are not compensated for all overtime and/or double time actually worked due to Defendants' adjustments to their time records.

185. Plaintiff and members of the Non-Exempt Class occasionally work in excess of 12 hours a day but do not receive double-time for the occasions where they work more than 12 hours.

186. Defendants have a policy and practice of not compensating Plaintiff and members of the Non-Exempt Class for work performed while they were not clocked in for work.

187. Defendants knew or should have known that Plaintiff and members of the Non-Exempt Class are not compensated for all overtime and/or double time worked because Defendants knowingly and purposefully reduce the number of hours worked, do not compensate for time worked in excess of 12 hours per day, and they direct or otherwise encourage Plaintiff and members of the Non-Exempt Class to perform work while off-the-clock.

188. Having not been timely paid overtime and/or double time compensation, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

189. Plaintiff and members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 558(a), 1194(a), 194.2, and 1197.1(a).

190. Plaintiff and members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

191. Plaintiff, on behalf of herself and members of the Non-Exempt Class, requests further relief

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

as described in the below prayer.

THIRD CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES

[Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order]

192. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

193. Labor Code section 1198 states,

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

194. Labor Code section 512(a) provides:

> An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

195. The "Meal Periods" section of the applicable IWC Wage Order provides, in pertinent part:

> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counter as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

time.

> (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

196. A meal period generally complies with the requirements of California law if the employee has at least 30 minutes uninterrupted, is relieved of any and all work duties, and is free to leave the premises during such time. *Brinker Restaurant Corp. v. Superior Court,* 53 Cal.4th 1004, 1036 (2012). California law further prohibits employers from "…undermining [its] formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit breaks." *Id*. at 1040 (internal citations omitted).

197. Labor Code section 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

198. Labor Code section 226.7(c) states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

199. Under California law, premium wages under Labor Code section 226.7 are due and payable as wages in accordance with Labor Code section 204. *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal.4th 1094, 1103-14 (2007).

200. Labor Code section 204(a) states in pertinent part, "[a]ll wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1) states, "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."

201. Labor Code section 210 provides that "any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

each subsequent violation, or any willful or intentional violation $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

202. Labor Code section 558(a) provides that "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty" of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

203. Defendants have a common practice of failing to provide members of the Non-Exempt Class with the opportunity to take a 30-minute, uninterrupted, duty-free, meal period before the end of their fifth hour of work when they work five or more hours in a workday.

204. Defendants have a common practice of failing to provide members of the Non-Exempt Class with the opportunity to take a second 30-minute, uninterrupted, duty-free, meal period when they work ten or more hours in a workday.

205. Plaintiff and members of the Non-Exempt Class regularly work one or more days for more than five hours a day.

206. Defendants have a common practice of not timely paying Plaintiff and members of the Non-Exempt Class one additional hour of pay at their regular rate of compensation for each workday that a lawful meal period was not provided.

207. Defendants fail to ensure adequate coverage for meal and rest periods.

208. Plaintiff and members of the Non-Exempt Class often work through or take their meal periods late because there is no one available to relieve them.

209. Defendants set production quotas that compel or otherwise encourage non-compliant meal periods.

210. Plaintiff and members of the Non-Exempt Class frequently eat their lunches while monitoring the machines in order to meet the production demands.

211. Supervisors and Managers often interrupt Plaintiff and members of the Non-Exempt Class

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

with work-related questions during meal periods.

212. Defendants regularly alter Plaintiff's and Non-Exempt Class members' time records to show legally compliant meal periods to prevent from having to pay meal period premiums.

213. Defendants frequently adjust Plaintiff and Non-Exempt Class members' time records to show that they took a 30-minute meal period before their fifth hour of work, when they in fact took a late meal period, a meal period of less than 30 minutes, or no meal period at all.

214. Defendants knew or should have known that Plaintiff and members of the Non-Exempt Class are not provided with legally compliant meal periods because they alter time records, impose unreasonable production quotas, and fail to provide adequate coverage.

215. Defendants have a common practice of not paying Plaintiff or members of the Non-Exempt Class one-hour of premium wages at their regular rate of pay for each workday that a legally compliant meal period is not provided.

216. Having not been provided with the opportunity to take lawful meal periods and/or been paid premium wages, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

217. Plaintiff and members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, 226.7, and 558(a).

218. Plaintiff and members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

219. Plaintiff, on behalf of herself and all members of the Non-Exempt Class, requests further relief as described in the below prayer.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

FOURTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES

[Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order]

220. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

221. Labor Code section 1198 states,

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful.

222. The "Rest Periods" section of the applicable IWC Wage Order provides:

> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

223. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016).

224. Labor Code section 226.7(b) states "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

Standards Board, or the Division of Occupational Safety and Health."

225. Labor Code section 226.7(c) states "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law…the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

226. Under California law, premium wages under Labor Code section 226.7 are due and payable as wages in accordance with Labor Code section 204. *Murphy*, 40 Cal.4th at 1103-14.

227. Labor Code section 204(a) states in pertinent part, "[a]ll wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.". Labor Code section 204(b)(1) states, "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."

228. Labor Code section 210 provides that "any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and, for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

229. Defendants have a common practice of failing to authorize and permit members of the Non-Exempt Class to take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major fraction thereof.

230. Defendants have a common practice of not timely paying members of the Non-Exempt Class one additional hour of pay at their regular rate of compensation for each workday that a lawful rest period is not provided.

231. Plaintiff and members of the Non-Exempt Class regularly work one or more days for more than three and a half hours per day.

232. Defendants have a common practice of not providing adequate staffing to ensure coverage for rest periods.

233. Plaintiff and members of the Non-Exempt Class are not provided with the opportunity to take 10-minute rest periods for every four hours worked or a major fraction thereof because they do not

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

have someone to relieve them from their duties.

234. Defendants set production quotas that compel or otherwise encourage non-compliant rest periods.

235. Plaintiff and members of the Non-Exempt Class frequently work through their rest periods in order to meet the production demands.

236. Defendants fail to authorize and permit Plaintiff and members of the Non-Exempt Class to take a third rest period when they work ten or more hours in a workday.

237. Defendants do not pay Plaintiff or members of the Non-Exempt Class one-hour of premium wages at their regular rate of pay for each workday that a legally compliant rest period is not provided.

238. Having not been authorized and permitted to take lawful rest periods and/or been paid premium wages, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

239. Plaintiff and members of the Non-Exempt Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, and 226.7.

240. Plaintiff and members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

241. Plaintiff, on behalf of herself and members of the Non-Exempt Class, requests further relief as described in the below prayer.

FIFTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Waiting Time Penalties Sub-Class, Against All Defendants)

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT

[Labor Code §§ 201, 202, and 203]

242. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

243. Labor Code section 201(a) states, in part, "If an employer discharges an employee, the

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

wages earned and unpaid at the time of discharge are due and payable immediately."

244. Under Labor Code section 202(a):

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

245. Labor Code section 203(a) further provides,

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

246. Members of the Waiting Time Penalties Sub-Class are no longer employed by Defendants.

247. Defendants have a common practice of failing to timely pay all wages due and owing upon separation of employment to members of the Waiting Time Penalties Sub-Class.

248. Defendants have a common practice of failing to pay the required waiting time penalties for failing to timely pay all wages due and owing upon separation of employment to the members of the Waiting Time Penalties Sub-Class.

249. Defendants no longer employ Plaintiff and members of the Waiting Time Penalties Sub-Class.

250. Upon separation of employment, Defendants willfully failed to pay Plaintiff and members of the Waiting Time Penalties Sub-Class for all time actually worked or spent under the control of Defendants, for all shift differentials, for all split shift premiums, for all overtime and/or double time wages for work in excess of 8 hours per day and/or 40 hours per week, and for all premium wages for non-compliant meal and rest periods.

251. Plaintiff and members of the Waiting Time Penalties Sub-Class have yet to be paid all of the wages they were owed upon separation of employment.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

252. Plaintiff and members of the Waiting Time Penalties Sub-Class have not been paid the required waiting time penalties for Defendants' failure to pay all wages due and owing upon separation of employment.

253. Defendants knew or should have known that upon separation of employment Plaintiff and members of the Waiting Time Penalties Sub-Class were not paid for all wages owed upon employment because Defendants knowingly and purposefully reduced the number of hours worked and modified time records, directed or otherwise compelled Plaintiff and members of the Waiting Time Penalties Sub-Class to perform off-the-clock, did not pay shift differentials as promised, and did not pay premium wages for non-compliant meal and rest periods.

254. Having not received all wages due and owing upon their separation of employment and/or the applicable waiting time penalties, Plaintiff and members of the Waiting Time Penalties Sub-Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

255. Plaintiff and members of the Waiting Time Penalties Sub-Class are entitled to, and seek to, recover waiting time penalties under Labor Code section 203.

256. Plaintiff and members of the Waiting Time Penalties Sub-Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

257. Plaintiff, on behalf of herself and members of the Waiting Time Penalties Sub-Class, requests further relief as described in the below prayer.

SIXTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Wage Statement Sub-Class, Against All Defendants)

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226, 226.3, 1198, and the "Records" section of the Applicable IWC Wage Order]

258. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

259. Labor Code section 226 states in pertinent part:

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

> An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee…(4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid…, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification 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…

260. The "Records" section the applicable IWC Wage Order states in pertinent part:

> Every employer shall semimonthly or at the time of each payment of wages furnish to each employee…an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

261. Under California law, meal and rest period premium wages must be included on an employee's itemized wage statement. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93, 121 (2022).

262. An injury occurs where the employer fails to provide accurate information, and the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Lab. Code § 226(a)(9)-(e)(2)(B)(i).

263. Labor Code section 226(e)(2)(c) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to documents or information."

264. Labor Code section 226(e)(1) further provides:

> An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate

penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

265. According to Labor Code section 226(h), "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorney's fees."

266. Labor Code section 226.3 imposes an additional civil penalty on the employer of $250.00 per employee per violation of Labor Code section 226(a) in an initial citation and $1,000 per employee for each violation in a subsequent citation.

267. Defendants have a common practice of failing to furnish members of the Wage Statement Sub-Class with accurate itemized wage statements.

268. Defendants furnish Plaintiff and members of the Wage Statement Sub-Class with wage statements that do not comply with the requirements of the Labor Code and applicable IWC Wage Order.

269. Defendants have a regular practice of knowingly and/or intentionally furnishing Plaintiff and members of the Wage Statement Sub-Class with wage statements that do not accurately list the number of hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate, premium wages for non-compliant meal and/or rest periods at their regular rate of pay, the amount of gross and net wages earned, and all deductions.

270. The wage statements issued to Plaintiff and members of the Wage Statement Sub-Class do not reflect the total number of hours actually worked because Defendants regularly modify their time records to reduce the number of hours actually worked and to show compliant meal periods.

271. The wage statements furnished to Plaintiff and members of the Wage Statement Sub-Class do not contain accurate compensation information because Defendants do not pay for all time worked actually worked and recorded, such as time that was shaved and off-the-clock work.

272. The wage statements furnished to Plaintiff and members of the Wage Statement Sub-Class do not contain accurate compensation information because Defendants do not pay for shift differentials as promised and for split shift premiums.

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ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

273. The wage statements furnished to Plaintiff and members of the Wage Statement Sub-Class do not include accurate premium wages for non-compliant meal and/or rest periods due, in part, to Defendants' altering of time records.

274. Due to the missing and/or incorrect information on their wage statements, Plaintiff and other members of the Wage Statement Sub-Class are unable to promptly and easily determine, for example, the total number of hours actually worked and the wages actually earned during the pay period.

275. Defendants knew or should have known that the wage statements furnished to Plaintiff and members of the Wage Statement Sub-Class included inaccurate information because Defendant purposefully altered time records to reduce the amount of wages paid, did not pay shift differentials as promised, did not pay split shift premiums, and did not pay premium wages for all non-compliant meal and rest periods.

276. Having received wage statements that do not comply with California law, Plaintiff and members of the Wage Statement Sub-Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

277. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek to, recover statutory penalties pursuant to Labor Code section 226(e)(1).

278. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek to, recover civil penalties under Labor Code section 226.3.

279. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek, injunctive relief under Labor Code section 226(h) to ensure compliance with Labor Code section 226.

280. Plaintiff and members of the Wage Statement Sub-Class are entitled to, and seek, an award of reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)(1), 226(h), and Code of Civil Procedure section 1021.5.

281. Plaintiff, on behalf of herself and all members of the Wage Statement Sub-Class, requests further relief as described in the below prayer.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

SEVENTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

[Labor Code § 2802]

282. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

283. Labor Code section 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

284. Labor Code section 2802(b) states,

> All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

285. Labor Code section 2802(c) states, "[f]or purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

286. Defendants have a common practice of failing to reimburse members of the Non-Exempt Class for business expenses incurred in discharge of their job duties.

287. Defendants have a policy requiring Plaintiff and members of the Non-Exempt Class to download the ADP application on their personal cell phone and use the application for timekeeping and personnel updates.

288. Plaintiffs and members of the Non-Exempt Class regularly use their personal cellphones in the discharge of their duties to communicate with Defendants while off-the-clock.

289. Defendants do not have a written policy concerning the reimbursement of personal cell phone use.

290. The expenses incurred by members of the Non-Exempt Class were reasonable and necessary to fulfill their job duties.

291. Defendants do not reimburse Plaintiff and members of the Non-Exempt Class for their use

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

of personal cell phones.

292. Having not been reimbursed for business expenses incurred in discharge of their job duties, Plaintiff and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

293. Plaintiff and members of the Non-Exempt Class are entitled to, and seek to, recover the full amount of expenses incurred as well as interest under Labor Code section 2802.

294. Plaintiff and members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 2802(c), and Code of Civil Procedure section 1021.5.

295. Plaintiff, on behalf of herself and all members of the Non-Exempt Class, requests further relief as described in the below prayer.

EIGHTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Non-Exempt Class, Against All Defendants)

CALIFORNIA'S UNFAIR COMPETITION LAW

[Bus. & Prof. Code §§ 17200 et seq.]

296. Plaintiff re-alleges and incorporate by reference the preceding paragraphs as though fully set forth herein.

297. California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

298. The UCL permits a cause of action to be brought if a practice violates some other law. In effect, the "unlawful" prong of the UCL makes a violation of the underlying law a per se violation of Business and Professions Code section 17200. *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.,* 20 Cal.4th 163, 180 (1999). Virtually any law or regulation – federal or state, statutory or common law – can serve as predicate for a Section 17200 violation. *Farmers Ins. Exch. v. Superior Court,* 2 Cal.4th 377, 383 (1992).

299. Under the UCL, a practice may be "unfair" even if not specifically proscribed by some other law. *Korea Supply Co. v. Lockheed Martin Corp*., 29 Cal.4th 1134, 1143 (2003) (internal citations

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

omitted). According to the California Supreme Court, the "unfair" standard is intentionally broad to allow courts maximum discretion in prohibiting new schemes to defraud. *Cel-Tech,* 20 Cal.4th at 180-181.

300. A business act or practice is deemed "fraudulent" under Section 17200 where "members of the public are likely to be deceived." *Blakemore v. Superior Court,* 129 Cal.App.4th 36, 49 (2005). That is, a showing of actual deception, reasonable reliance, or damages is not required. *Id*. The "fraudulent" prong of the UCL can be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. *Boschma v. Home Loan Ctr., Inc.,* 198 Cal.App.4th 230, 253 (2011). Even a true statement may be unlawful under Section 17200 if it is "couched in such a manner that it is likely to mislead or deceive . . ., such as by failure to disclose other relevant information." *Id*.

301. Business and Professions Code section 17203 states in part,

> Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

302. Defendants' business practices violate all three prongs of the UCL.

303. Defendants' practices violate the unlawful prong because Defendants violated the Labor Code and the applicable IWC Wage order by altering time records to reduce the wages earned and paid to Plaintiff and members of the Non-Exempt Class; failing to pay Plaintiff and members of the Non-Exempt Class for all time worked or spent under the control of Defendants; failing to pay shift differentials as promised; failing to pay split shift premiums; failing to properly calculate and pay double time wages; failing to pay premium wages for non-compliant meal and rest periods; failing to furnish accurate itemized wage statements; and failing to reimburse for necessary business expenses. Indeed, by violating California employment laws Defendants have increased their profits while wrongfully depriving Plaintiffs and members of the Non-Exempt Class of their rights.

304. Defendants' practices violate the unfair prong because they implemented a culture and systematic practice of purposefully altering time entries in order to underpay Plaintiff and members of the Non-Exempt Class. Defendants' policy and practice of failing to provide adequate staffing and imposing

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

undue production quotas unfairly created a culture that encouraged or otherwise compelled Plaintiff and members of the Non-Exempt Class to work off-the-clock and to work during or otherwise skip meal and rest periods. Defendants underpaid Plaintiff and members of the Non-Exempt Class when they failed to pay shift differentials as promised. Defendants also unfairly required Plaintiff and members of the Non-Exempt Class to use their personal cell phone for work purposes without reimbursement.

305. Defendants' practices violate the fraudulent prong because they purposefully altered the time records for Plaintiff and members of the Non-Exempt Class in order to reduce the wages paid to Plaintiff and members of the Non-Exempt Class. Defendants misrepresented and concealed material information regarding the hours worked and wages of Plaintiff and members of the Non-Exempt Class by issuing wage statements that failed to disclose the correct hours worked or wages earned. Defendants actively concealed the right of Plaintiff and members of the Non-Exempt Class to be reimbursed for use of their personal cell phones.

306. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiffs and members of the Non-Exempt Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

307. Through their unlawful, unfair, and fraudulent conduct, Defendants have reaped, and continue to reap, benefits and profits at the expense of the Non-Exempt Class.

308. Plaintiffs and members of the Non-Exempt Class are entitled to, and seek, restitution of all monies, wages, benefits, and expenses wrongfully withheld from them pursuant to Business and Professions Code section 17203.

309. Plaintiffs and members of the Non-Exempt Class seek disgorged profits from Defendants for their unlawful, unfair and fraudulent business practices under Business and Professions Code section 17203.

310. Plaintiffs and members of the Non-Exempt Class are entitled to, and seek, a preliminary and permanent injunction pursuant to Business and Professions Code section 17203 to enjoin Defendants from the unlawful, unfair, and fraudulent conduct described herein.

311. Plaintiffs and members of the Non-Exempt Class are entitled to, and seek, interest under

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

Labor Code section 218.6 and California Civil Code ("Civil Code") section 3287.

312. Plaintiffs and members of the Non-Exempt Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5 and Code of Civil Procedure section 1021.5.

313. Plaintiffs, on behalf of themselves and all members of the Non-Exempt Class, request further relief as described in the below prayer.

NINTH CAUSE OF ACTION

(By Plaintiff, individually and on behalf of the Aggrieved Employees Against All Defendants)

PRIVATE ATTORNEYS GENERAL ACT

[Lab. Code §§ 2698 et seq.]

314. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

315. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks to recover civil penalties, injunctive relief, and attorneys' fees and costs through this enforcement action based on the following:

a. Failure to timely pay all minimum, regular, and/or contractual wages during employment in violation of Labor Code sections 204, 1194, 1197, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;

b. Failure to timely pay all overtime and/or double time wages during employment in violation of Labor Code sections 204, 510, 1194, 1197, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order;

c. Failure to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the "Meal Periods" section of the applicable IWC Wage Order;

d. Failure to provide legally compliant rest periods and/or timely pay premium wages

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, and the "Rest Periods" section of the applicable IWC Wage Order;

e. Failure to pay contractual wages during employment in violation of Labor Code section 223;

f. Failure to timely pay all wages due and owing upon separation of employment and/or the pay the appropriate waiting time penalties in violation of Labor Code sections 201, 202, and 203;

g. Failure to furnish accurate itemized wage statements in violation of Labor Code sections 226, 1198, and the "Records" section of the applicable IWC Wage Order;

h. Failure to maintain accurate employment records in violation of Labor Code sections 1174, 1198, and the "Records" section of the applicable IWC Wage Order;

i. Failure to reimburse for necessary business expenses in violation of Labor Code section 2802;

j. Failure to provide a safe and healthful place of employment in violation of Labor Code sections 1198, 6400 *et seq*., and California Code of Regulations, Title 8 sections 3302, 3380, 3384, 5153, and 5194; and

k. Retaliation in violation of Labor Code sections 1102.5, 6310, and 6311.

316. Labor Code section 210 provides that any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and, for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 210.

317. For violations of Labor Code sections 212, 216, 221, and 223, in addition to any other penalty, Labor Code section 225.5 imposes for any initial violation a civil penalty of $100 for each failure to pay each employee and, for each subsequent violation, or any willful or intentional violation, a civil

penalty of $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 225.5.

318. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558(a) imposes a civil penalty of $50 per pay period for each underpaid employee for the initial violation and $100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 558(a).

319. Labor Code section 1102.5(f)(1) provides that an employer who violates Labor Code section 1102.5 is liable for a civil penalty no exceeding $10,000 per employee for each violation in addition to other remedies available to the employee. Plaintiff, on behalf of herself, seeks the civil penalty imposed by Labor Code section 1102.5.

320. For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of $500 for any willful violation. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 1174.5 for all willful violations.

321. Labor Code section 1197.1(a) imposes a civil penalty of $100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of $250 for each underpaid employee for each pay period for which the employee is underpaid for paying or causing an employee to be paid a wage less than the minimum wage. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 1197.1(a).

322. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is $25 per pay period per employs if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is $25 for each aggrieved employee per pay period

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is $50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2)(A).

323. For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of $100 per pay period, per employee, except for violations of Labor Code section 226(a), and $200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks the civil penalties described in Labor Code section 2699(f)(2).

324. Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks injunctive relief as provided by Labor Code section 2699(k)(1).

325. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees, seeks attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

326. Labor Code section 6427(a) states that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code may be assessed a civil penalty of up to $12,471 for each violation if the violation is not determined to be of a serious nature. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 6427(a).

327. Labor Code section 6428 states that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code may be assessed a civil penalty of up to $25,000 for each violation if the violation is serious in nature. The section also

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

provides that if an employer does not have an operative injury prevention program, the employer shall not receive an adjustment for good faith of the employer or history of previous violations as provided in paragraphs (3) and (4) of subdivision (c) of Section 6319. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 6428.

328. Labor Code section 6429(a)(1) states that any employer who willfully or repeatedly violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, or any employer who commits an enterprise-wide violation as specified in Section 6317 may be assessed a civil penalty of not more than $124,709 for each violation, but in no case less than $8,908 for each willful violation. Per subsection (a)(2) the maximum civil penalty is to be increased based on the percentage increase in the Consumer Price Index for All Urban Consumers. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 6429(a)(1).

329. Labor Code section 6430(a) provides that an employer who fails to correct a violation of any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, within the period permitted for its correction, shall be assessed a civil penalty of not more than $15,000 for each day during which the failure or violation continues. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 6430(a).

330. Labor Code section 6431(a) provides that a civil penalty of up to $12,471 for each violation shall be assessed to any employers who violate any of the posting or recordkeeping requirements in Sections 408 and 6410, or who fails to post any notice required by Section 3550 or 6318. Per subsection (b) the maximum civil penalty is to be increased based on the percentage increase in the Consumer Price Index for All Urban Consumers. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, seeks the civil penalty imposed by Labor Code section 6431(a).

331. Labor Code sections 218.5, 226(e)(1), 1194, and 2802 and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiff, on behalf herself, the State of California, and the Aggrieved Employees, seeks attorneys' fees and costs as permitted by Labor Code

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section 1021.5.

332. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees requests further relief as described in the below prayer.

PRAYER FOR RELIEF

Plaintiff prays for judgment against Defendants as follows:

A. For an order determining that this action may be maintained as a class action with the Plaintiff as the class representative;

B. For the attorneys appearing for Plaintiff to be named as class counsel;

C. For all monies, wages, benefits, and expenses due to Plaintiff and other Maverick Employees;

D. For all minimum and/or regular wages owed under the Labor Code, including but not limited to Labor Code section 1194(a);

E. For all overtime and/or double time wages owed under the Labor Code, including but not limited to Labor Code section 1194(a);

F. For all premium wages owed under the Labor Code, including but not limited to Labor Code section 226.7;

G. For all damages pursuant to the Labor Code, including but not limited to Labor Code sections 226(e)(1) and 2802;

H. For all statutory penalties available under the Labor Code, including but not limited to Labor Code sections 203, 210, and 226(e)(1);

I. For all civil penalties available under the Labor Code, including but not limited to Labor Code sections 210, 225.5, 226.3, 558(a), 1102.5, 1174.5, 1197.1(a), 2699(f)(2), 2699(f)(2)(A), 6427(a), 6428, 6429(a)(1), 6430(a), and 6431(a);

J. For restitution of all monies, wages, and benefits available under the law, including but not limited to Labor Code section 1197.1(a) and Business and Professions Code section 17203;

K. For disgorged profits from Defendants' unlawful, unfair and fraudulent business practices;

L. For all interest accrued as provided by California law, including but not limited to Labor Code sections 218.6, 1194(a), 2082(b), and Civil Code section 3287;

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

M. For liquidated damages available under the Labor Code, including but not limited to Labor Code sections 1194.2(a) and 1197.1(a);

N. For reasonable attorneys' fees and litigations costs available under California law, including but not limited to Labor Code sections 218.5, 226(e)(1) and (h), 1194(a), 2802(c), 2699(k)(1), Code of Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory, and/or other applicable law, theory or doctrine;

O. For injunctive relief available under California law, including but not limited to Labor Code sections 226(h), 2699(k)(1) and Business and Professions Code section 17203;

P. For equitable relief;

Q. For declaratory relief; and

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

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Respectfully submitted,

Dated: February 13, 2026

ARCH LEGAL, P.C.

By: Monique R. Rodriguez

VILMARIE CORDERO
MONIQUE R. RODRIGUEZ
Attorneys for Plaintiff
Andrea Angelis

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EXHIBIT 1

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December 5, 2025

VIA E-MAIL

California Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

California Division of Occupational Safety and Health
1515 Clay Street, Suite 1901
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Crealis USA, Inc. 2601 Maxwell Way Fairfield, CA 95434	Crealis USA, Inc. c/o/ Pablo Sanchez, Agent 2601 Maxwell Way Fairfield, CA 95434
Maverick Enterprise, Inc. 2601 Maxwell Way Fairfield, CA 95434	Maverick Enterprise, Inc. c/o Pablo Sanchez, Agent 2601 Maxwell Way Fairfield, CA 95434
Enoplastic USA, Inc. 2601 Maxwell Way Fairfield, CA 95434	Enoplastic USA, Inc. c/o Frederic G. Catteau, Agent 2601 Maxwell Way Fairfield, CA 95434

Re: Andrea Angelis's Wage and Hour Claims Against Crealis USA, Inc., Maverick Enterprise, Inc., and Enoplastic USA, Inc.

Dear California Labor and Workforce Development Agency, California Division of Occupational Safety and Health, Crealis USA, Inc., Maverick Enterprise, Inc. and Enoplastic USA, Inc.:

Please be advised that Andrea Angelis ("Claimant") has retained our firm to represent her for various claims against her former employers, Crealis USA, Inc., Maverick Enterprise, Inc., and Enoplastic USA, Inc. (collectively referred to herein as the "Company").

This letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and to the Company of the alleged violations of the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC") Wage Orders that Claimant claims the Company committed against her and all other current and former non-exempt employees who performed work for the Company in California during the relevant period ("Aggrieved Employees"). Claimant provides this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3.

Claimant intends to file a civil action against the Company to enforce her rights under the Labor Code and to seek civil penalties, injunctive relief, and attorneys' fees and costs pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimant intends to represent herself and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

Crealis USA, Inc. is the parent company of Enoplastic USA, Inc. and Maverick Enterprise, Inc. The Company has their principle place of business in Fairfield, California. The Company is in the business of manufacturing capsules for beverages, including, but not limited to, closures, capsules, and wirehoods. The Company operates two manufacturing facilities in California.

Claimant was employed by the Company from approximately March 2, 2020 to June 20, 2025, as a Production Lead in the Tins and Spraying Department. As a Production Lead, Claimant was primarily responsible for overseeing the manufacturing of capsules, including, but not limited to, color matching, running and troubleshooting machines, and ensuring the output and quality are met, as well as training employees on the duties of the position. At all relevant times, Claimant was classified as a non-exempt employee, earned an hourly wage, and was paid on a bi-weekly basis. Claimant typically worked five to six days a week and eight-to-ten-hour shifts.

At all relevant times, the Company has employed other Aggrieved Employees in the State of California. Other Aggrieved Employees were classified by the Company as non-exempt, earned an hourly wage, and were paid on a bi-weekly basis.

At all relevant times, the policies and practices applicable to Claimant were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimant alleges that the Company denied her and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC Wage Order. Specifically, the Company failed to timely pay all minimum and/or regular wages during employment; failed to timely pay all overtime wages during employment; failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failed to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failed to pay contractual wages during employment; failed to furnish accurate itemized wage statements;

failed to maintain accurate employment records; failed to reimburse for necessary business expenses; failed to provide a safe and healthful place of employment; and engaged in retaliation. Claimant alleges that the Company retaliated against her in violation of California law.

RESERVATION OF RIGHTS

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimant, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves her right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of herself, all other Aggrieved Employees, and the State of California against the Company and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new allegations, or legal theories by amending this written notice and/or by adding facts, allegations, and/or legal theories to the civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDER

FAILURE TO TIMELY PAY ALL MINIMUM AND REGULAR WAGES DURING EMPLOYMENT

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Company during employment. It is Claimant's understanding and belief that the Company has a policy and practice of knowingly and purposefully altering the time punches of Claimant and other Aggrieved Employees. The Company regularly adjusted Claimant and other Aggrieved Employees' time punches to reduce the amount of time actually worked.

Additionally, the Company has a policy and practice of not compensating Claimant and other Aggrieved Employees for work performed off-the-clock. For instance, Claimant and other Aggrieved Employees often worked during their off-the-clock meal periods to respond to work-related questions. Further, Claimant and other Aggrieved Employees would communicate with supervisors, managers, and other co-workers by phone or text messages on days that they were not clocked in for work to help troubleshoot issues at the facility. Claimant and other Aggrieved Employees were not compensated for time spent working off-the-clock.

Further, the Company has a policy and practice of not compensating Claimant and other Aggrieved Employees split shift premiums. Claimant and other Aggrieved Employees often worked days that were interrupted by a non-paid, non-working period of more than a bona fide meal period. Despite requiring Claimant and other Aggrieved Employees to work split shifts, the Company did not pay Claimant and other Aggrieved Employees a split shift premium.

The Company knew or should have known that Claimant and other Aggrieved Employees were not being compensated for all time worked because the Company knowingly and purposefully reduced the number of hours worked and directed Claimant and other Aggrieved Employees to perform work while not clocked in for work.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL OVERTIME WAGES DURING EMPLOYMENT
(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

The Company has a common practice of failing to timely pay all overtime wages no later than the pay day for the next regular payroll period during employment. It is Claimant's understanding and belief that the Company has a policy and practice of knowingly and purposefully altering the time punches of Claimant and other Aggrieved Employees. The Company regularly adjusted Claimant and other Aggrieved Employees' time punches to reduce the amount of time actually worked in order to reduce the amount of time paid for overtime and/or double-time. For example, despite working in excess of 12 hours on March 3, 2023, Claimant was not paid double-time for such time.

Also, the Company has a policy and practice of not compensating Claimant and other Aggrieved Employees for work performed while they were not clocked in for work. For example, Claimant and other Aggrieved Employees regularly performed work while they were clocked out for meal periods. Additionally, Claimant and other Aggrieved Employees would communicate with supervisors, managers, and other co-workers by phone or text messages about issues at the facility on their days off or when they were otherwise not clocked in for work. Despite performing work for the Company, Claimant and other Aggrieved Employees were not compensated.

The Company knew or should have known that Claimant and other Aggrieved Employees were not being compensated for all overtime worked because the Company knowingly and purposefully reduced the number of hours worked and required Claimant and other Aggrieved Employees to perform work while not clocked in for work.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS
(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment. The Company has a common practice of failing to provide Claimant and Aggrieved Employees with the opportunity to take a 30-minute, uninterrupted, duty-free meal period before the end of their fifth hour of work when they work five or more hours in a workday. The Company regularly fails to provide Claimant and Aggrieved Employees with the opportunity to take a second 30-minute, uninterrupted, duty-free meal period when they work ten or more hours in a workday.

The Company has a common practice of setting production quotas for Claimant and Aggrieved Employees to meet. The Company also has a common practice of not providing adequate staffing to ensure coverage for meal and rest periods. Due to the production quotas set by the Company and lack of coverage, Claimant and other Aggrieved Employees were not provided with the opportunity to take 30-minute, uninterrupted, duty free meal periods before the end of their fifth hour of work when they worked five or more hours in a work day, or a second 30-minute, uninterrupted, duty-free meal period when they worked ten or more hours in a work day. For example, Claimant and other Aggrieved Employees worked through or took their meal periods late because there was no one available to relieve them. Claimant and other Aggrieved Employees frequently ate their lunches while monitoring the machines. Claimant and other Aggrieved Employees were also interrupted with work-related questions during their meal periods by their supervisors or managers.

It is Claimant's understanding and belief that the Company has a policy and practice of knowingly and purposefully altering the time punches of Claimant and other Aggrieved Employees. For instance, the Company regularly adjusted the time punches to show that Claimant and other Aggrieved Employees took a 30-minute meal period before their fifth hour of work, when they in fact took a late meal period or a meal period of less than 30 minutes. It is Claimant's understanding and belief that the Company modified time punches to keep from having to pay meal period premiums. For example, Claimant's time records were adjusted to show a meal period from 7:00 a.m. to 7:30 a.m. on February 21, 2025, despite the fact that Claimant actually worked more than six hours without a meal period.

The Company knew or should have known that Claimant and other Aggrieved Employees were not provided with compliant meal periods because it was altering time records, it imposed unreasonable production quotas, and it failed to provide adequate coverage. Nonetheless, the Company did not pay Claimant or other Aggrieved Employees one-hour of premium wages at their regular rate of pay for each workday that a compliant meal period was not provided.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS

(Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment.

The Company has a common practice of setting production quotas for Claimant and Aggrieved Employees to meet. The Company also has a common practice of not providing adequate staffing to ensure coverage for meal and rest periods. As a result of the production quotas set by the Company and lack of employees to provide adequate coverage, Claimant and other Aggrieved Employees were often not provided with the opportunity to take 10-minute rest periods for every four hours worked or a major fraction thereof. For instance, Claimant and other Aggrieved Employees often worked through their rest periods because they did not have someone to relieve them from their duties. Claimant and other Aggrieved Employees were not aware that they were entitled to a third rest period when they worked ten or more hours in a work day.

Despite not receiving legally compliant rest periods, the Company did not pay Claimant or other Aggrieved Employees one-hour of premium wages at their regular rate of pay for each workday that a compliant rest period was not provided.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALITIES

(Labor Code §§ 201, 202, and 203)

The Company has a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Company failed to pay Claimant and other former Aggrieved Employees for all time actually worked or spent under the control of the employer, failed to timely pay overtime and/or double time wages for work in excess of 8 hours per day and/or 40 hours per week, and all premium wages for non-compliant meal and rest periods upon separation of employment. Claimant has yet to be paid and has not received any waiting time penalties for the late payment of her wages. It is Claimant's understanding and belief that former Aggrieved Employees have also yet to receive all wages owed or waiting time penalties for the late payment of their wages.

The Company knew or should have known that upon separation of employment Claimant and other former Aggrieved Employees were not paid for all wages owed because the Company knowingly and purposefully reduced the number of hours worked and directed Claimant and Aggrieved Employees to perform work while not clocked in for work. Further, payments related to work performed off-the-clock, shaving off time, meal period premiums, and rest period premiums were not timely paid to Claimant and former Aggrieved Employees after their separation from the Company. Claimant and former Aggrieved Employees have yet to be paid the appropriate waiting time penalties for the late payment of final wages.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO PAY CONTRACTUAL WAGES DURING EMPLOYMENT
(Labor Code §§ 223 and 225.5)

The Company has a common practice of failing to pay contractual wages during employment. The Company has a policy and practice of paying shift differentials. Specifically, the Company is to pay a $4 per hour differential when working the “third shift” or overnight. Despite Claimant and other Aggrieved Employees having worked during the “third shift” or overnight, the Company failed to pay them the shift differential as outlined in the Company’s written policies.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code § 226 and the “Records” section of the Applicable IWC Wage Order)

The Company has a common practice of failing to furnish accurate itemized wage statements. The Company has a common practice of knowingly and/or intentionally furnishing Claimant and other Aggrieved Employees with wage statements that do not correctly list the number of hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate, premium wages for non-compliant meal and/or rest periods at their regular rate of pay, the amount of gross and net wages earned, and all deductions. For example, the wage statements issued to Claimant and Aggrieved Employees did not reflect the total number of hours actually worked because the Company regularly modified their time records to reduce the number of hours actually worked and to show compliant meal periods. Further, Claimant and other Aggrieved Employees’ wage statements did not contain accurate compensation information because they were not paid for all of her time worked, such as time that was shaved and the time they were required to work off-the-clock. Additionally, Claimant’s and other Aggrieved Employees’ wage statements did not include accurate premium wages for non-compliant meal and/or rest periods.

For example, Claimant’s wage statement for the pay period of February 26, 2023 to March 11, 2023, fails to contain the proper amount of double time wages for time worked in excess of twelve hours on March 3, 2023.

Due to the missing and/or incorrect information on the wage statements, Claimant and other Aggrieved Employees were unable to promptly and easily determine, for example, the total number of hours actually worked and the wages actually earned during the pay period.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the "Records" section of the Applicable IWC Wage Order)

The Company has a common practice of failing to maintain accurate employment records. It is Claimant's understanding and belief that the Company has a policy and practice of knowingly and purposefully altering the time punches of Claimant and other Aggrieved Employees. The Company regularly adjusted Claimant and other Aggrieved Employees' time punches to reduce the amount of time actually worked and to show legally compliant meal periods. Therefore, the Company violated its recordkeeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the wages earned and paid, among other things. The total wages paid each payroll period are also inaccurate because the Company failed to compensate for time Claimant and Aggrieved Employees engaged in work or spent under the control of the Company.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

The Company has a common practice of failing to reimburse for necessary expenses incurred in connection with employment. Claimant and other Aggrieved Employees often used their personal cellphones in the discharge of their duties. For instance, Claimant and other Aggrieved Employees used their personal cell phones to communicate with the Company to troubleshoot issues while off-the-clock. The Company does not have a policy and/or practice of reimbursing for use of personal cell phones. As a result, Claimant and other Aggrieved Employees were not reimbursed a reasonable percentage of their cell phone bill.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

/ / /

FAILURE TO PROVIDE A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT
(Labor Code §§ 1198, 6400, 6401, 6401.7, 6402, 6403, 6404, 6407, 6427(a), 6428, 6429(a)(1), 6430(a), 6431(a), Cal. Code Reg. tit. 8, §§ 3302, 3380, 3384, 5153, and 5194)

Claimant alleges that the Company failed to maintain a safe and healthful place of employment. For example, the Company failed to provide Aggrieved Employees, including Claimant, with personal protective equipment to protect them from harmful chemicals and fumes. The Company also failed to properly ventilate the facility. Claimant and other Aggrieved Employees were not provided with gloves and masks to protect them from the chemicals and vapors from the paint and machines. In fact, Claimant experienced a rash from the chemicals and was regularly dizzy due to the fumes. Claimant took it upon herself on a number of occasions to prop open the doors to allow the flow of fresh air in her work area. Claimant complained, on a number of occasions, to her supervisor and her manager about the fumes and her rash from the chemicals. Claimant requested proper personal protective equipment, a lotion for her rash, and proper ventilation. Claimant's requests fell on deaf ears as the Company failed to provide adequate personal protective equipment, treatment for adverse skin reactions, or proper ventilation to Claimant and other Aggrieved Employees.

The Company failed to advise Claimant and other Aggrieved Employees of the hazards of chemicals in the work place. Claimant also alleges based on information and belief that the Company has not conducted a hazard assessment as required by California law.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California.

RETALIATION
(Labor Code §§ 1102.5, 6310, and 6311)

The Company retaliated against Claimant. On multiple occasions, Claimant reported issues concerning the safety and/or health conditions of the work place to her supervisors and managers. For example, Claimant reported that she and other employees were being exposed to chemicals and fumes that were causing adverse reactions like rashes and dizziness. Claimant also reported that the facility did not have proper ventilation. Claimant requested proper personal protective equipment, treatment for adverse skin reactions, and adequate ventilation. The Company, however, refused to provide any such protective equipment, treatment, or ventilation.

Additionally, Claimant reported to her supervisors and managers that the maintenance manager was harassing her and creating a hostile working environment. For instance, the maintenance manager would make inappropriate statements about her and other employees, and call them names, including "stupid." He would degrade and argue with them over their maintenance requests. He would also purposefully avoid maintenance requests from Claimant and others who reported his improper conduct and bullying behavior.

It is Claimant's understanding and belief that her supervisors and managers had the authority to investigate, discover or correct the issues reported. However, instead of taking steps to correct the issues identified and reported by Claimant, the Company elected to terminate Claimant's employment.

Claimant intends to pursue all available remedies against the Company for its violations of the Labor Code on behalf of herself and the State of California.

CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 210, 225.5, 558(a), 1102.5(f), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), 2699(k)(1), 6427(a), 6428, 6429(a)(1), 6430(a), 6431(a))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 225.5 subjects any person who unlawfully withholds wages in violation of Labor Code sections 212, 216, 221, 222, or 223 shall be subject to: a civil penalty of $100 for each failure to pay each employee; a civil penalty of $200 for each subsequent violation, or any willful or intentional violation, plus 25% of the amount unlawfully withheld.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and $100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

Labor Code section 1102.5(f)(1) states that an employer who violates Labor Code section 1102.5 is liable for a civil penalty not exceeding $10,000 per employee for each violation in addition to other remedies available to the employee.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of $500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided Labor Code section 2699(f)(2) imposes a civil penalty of $100 per pay period, per employee, except for violations of Labor Code section 226(a), and $200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is $25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is $25 for each aggrieved employees per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is $50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

Labor Code section 6427(a) states that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code may be assessed a civil penalty of up to $12,471 for each violation if the violation is not determined to be of a serious nature.

Labor Code section 6428 states that any employer who violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code may be assessed a civil penalty of up to $25,000 for each violation if the violation is serious in nature. The section also provides that if an employer does not have an operative injury prevention program, the employer shall not receive an adjustment for good faith of the employer or history of previous violations as provided in paragraphs (3) and (4) of subdivision (c) of Section 6319.

Labor Code section 6429(a)(1) states that any employer who willfully or repeatedly violates any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, or any employer who commits an enterprise-wide violation as specified in Section 6317 may be assessed a civil penalty of not more than $124,709 for each violation, but in no case less than $8,908 for each willful violation. Per subsection (a)(2) the maximum civil penalty is to be increased based on the percentage increase in the Consumer Price Index for All Urban Consumers.

Labor Code section 6430(a) provides that an employer who fails to correct a violation of any occupational safety or health standard, order, or special order, or Section 25910 of the Health and Safety Code, within the period permitted for its correction, shall be assessed a civil penalty of not more than $15,000 for each day during which the failure or violation continues.

Labor Code section 6431(a) provides that a civil penalty of up to $12,471 for each violation shall be assessed to any employers who violate any of the posting or recordkeeping requirements in Sections 408 and 6410, or who fails to post any notice required by Section 3550 or 6318. Per subsection (b) the maximum civil penalty is to be increased based on the percentage increase in the Consumer Price Index for All Urban Consumers.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to timely pay all minimum and/or regular wages during employment; failing to timely pay all overtime wages during employment; failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failing to pay contractual wages during employment; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; failing to reimburse for necessary business expenses; failing to maintain a safe and healthful place of employment; and engaging in retaliation. As a result, the Company is liable for civil penalties under the PAGA. The Company must also be enjoined from engaging in the violations of law described herein. Claimant intends to pursue all available remedies including, but not limited to, those stated herein for the Company's violations of the Labor Code and applicable IWC Wage Order on behalf of herself, all other Aggrieved Employees, and the State of California to the extent permitted by law.

ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1); Code Civ. Proc. § 1021.5)

Labor Code sections 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1) among others, give employees, such as Claimant, the right to recover in a civil action reasonable attorneys' fees and costs.

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Under Labor Code section 2699(k)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Claimant also seeks attorneys' fees and costs under California Code of Civil Procedure section 1021.5 for any significant benefit to the aggrieved employees and/or the public as a result of this notice and/or related civil action.

Accordingly, the Company is liable for attorneys' fees and costs. Claimant has already incurred actual damages, costs, and attorney's fees, and she will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of herself, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and applicable IWC Wage Order described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,

Monique R. Rodriguez

Monique R. Rodriguez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Solano **Branch Name:** **Mailing Address:** 580 Texas St **City, State and Zip Code:** Fairfield CA 94533	
SHORT TITLE: Andrea Angelis, as an individual, on behalf of herself and all persons similarly situated vs. Maverick Enterprise, Inc., a California corporartion et al **NOTICE OF CONFIRMATION OF ELECTRONIC FILING**	**CASE NUMBER:** CU26-00709

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Solano. In order to process the filing, the fee shown was assessed.

<u>Electronic Filing Summary Data</u>

Electronically Submitted By: Info Track
Reference Number: be5e1d37-349d-45d0-aebd-1a3394078fd9
Submission Number: 26SO00139040
Court Received Date: 02/13/2026
Court Received Time: 2:10 pm
Case Number: CU26-00709
Case Title: Andrea Angelis, as an individual, on behalf of herself and all persons similarly situated vs. Maverick Enterprise, Inc., a California corporartion et al
Location:
Case Type: Civil Unlimited
Case Category: Employment: Other (15)
Jurisdictional Amount: Greater than 35K
Notice Generated Date: 02/18/2026
Notice Generated Time: 4:10 pm

Documents Electronically Filed/Received	**Status**
Complaint: Amended-First	Accepted

<u>Comments</u>
Submitter's Comments:

Clerk's Comments:

<u>Electronic Filing Service Provider Information</u>
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