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HERMILO VALENCIA CERVANTES,
individually and on behalf of similarly situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

HERMILO VALENCIA CERVANTES,
individually and on behalf of similarly situated
employees,

Plaintiff,

v.

AMICI'S MT, INC., a California corporation;
and **DOES 1- 50,** inclusive,

Defendants.

CASE NO.: 26CV167465

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due During Employment and Upon Discharge (Cal. Labor Code §§201, 202, 203, 204, 210);**
7. **Failure to Reimburse for Business Expenses (Cal. Labor Code section § 2802);**
8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)**

9. **Private Attorneys General Act of 2004**
(Cal. Labor Code §§2698, et seq.)

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff HERMILO VALENCIA CERVANTES (“Plaintiff”), on behalf of Plaintiff and similarly situated employees, hereby submits this Complaint against Defendant AMICI’S MT, INC. (“AMICI”), a California corporation doing business in California; and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

2. This is a class action under California Code of Civil Procedure §382 seeking damages for unpaid wages, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and applicable IWC Wage Orders, Cal. Civ. Proc. Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by Defendants*** (“Class Members”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during overtime, meal breaks, and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage

1 statements reflecting the total amount of money which they were owed and the accurate name of
2 the company employing them.

3 5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members
4 inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful
5 violation of California's meal and rest break laws.

6 6. In particular, during the one-year period prior to the filing of this Complaint through
7 to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed
8 to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"),
9 in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing wage statements
10 with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and
11 to the failure to pay premium and meal and rest break pay.

12 7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and
13 Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members").
14 During the "Waiting Time Penalty Subclass Period" – designated as three years prior to the filing
15 of the Complaint through to the trial date – Defendants failed to pay all compensation due and
16 owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation
17 of Labor Code §§ 201-203.

18 8. Plaintiff also brings this action in a representative capacity under the California
19 Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. ("PAGA"), on behalf of
20 himself and all other "aggrieved employees" as defined by PAGA (the "PAGA Class"). The
21 PAGA Class consists of all non-exempt individuals employed by Defendants in California during
22 the period beginning on January 29, 2025, one (1) year prior to the filing of Plaintiff's PAGA
23 notice with the California Labor and Workforce Development Agency and continuing through the
24 date of trial ("PAGA Period"). As a result of the above Labor Code violations, Defendants
25 committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

26 **THE PARTIES**

27 9. Plaintiff is a resident of California, and was, at all times relevant to this action, a
28 non-exempt employee of Defendants.

1 10. Defendant AMICI'S MT, INC., is a California corporation that at all times relevant
2 hereto, did business and employed individuals in the County of Alameda, State of California.

3 11. Defendants are Plaintiff's employer within the meaning of the Labor Code and is
4 therefore subject to the jurisdiction of this Court.

5 12. The true names and capacities, whether individual, corporate, associate, or
6 otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at
7 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave
8 to amend this Complaint to insert the true names and capacities of said Defendants when the same
9 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
10 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is
11 therefore liable to Plaintiff as alleged hereinafter.

12 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times
13 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
14 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
15 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
16 in part within the course and scope of said agency, employment, conspiracy, joint employment,
17 alter ego status, and/or joint venture and with the permission and consent of each of the other
18 Defendants.

19 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
20 and each of them, including those Defendants named DOES 1-50, acted in concert with one
21 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
22 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
23 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
24 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
25 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
26 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
27 Plaintiff harm.

1 15. Whenever and wherever reference is made in this Complaint to any act or failure
2 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
3 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

4 **JURISDICTION**

5 16. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
6 Code §§ 201-203, 204, 210, 226, 510, 512, 558, 1194, 2802, applicable Wage Orders, and the
7 UCL, Bus. & Prof. Code §§ 17203 and 17204.

8 17. The amount in controversy for Plaintiff's individual claims, including claims for
9 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
10 (\$75,000).

11 **VENUE**

12 18. Venue is proper in the County of Alameda pursuant to Cal. Civ. Proc. Code § 395(a)
13 and 395.5. Defendant AMICI is a California corporation. Defendants maintains offices and
14 transacts business in the County of Alameda.

15 **ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1**

16 19. Plaintiff is informed and believes, and based thereon alleges, that there exists such
17 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
18 separateness of Defendants have ceased to exist.

19 20. Plaintiff is informed and believes, and based thereon alleges, that despite the
20 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
21 Defendants, including, but not limited to because:

22 a. Defendant AMICI is completely dominated and controlled by DOES 1-50,
23 who personally violated the laws as set forth in this complaint, and who have
24 hidden and currently hid behind Defendants to circumvent statutes or accomplish
25 some other wrongful or inequitable purpose.

26 b. Defendant AMICI is completely dominated and controlled by DOES 1-50,
27 who personally violated the laws as set forth in this complaint, and who have
28 hidden and currently hid behind Defendants to circumvent statutes or accomplish

1 some other wrongful or inequitable purpose.

2 c. DOES 1 through 50 derive actual and significant monetary benefits by and
3 through Defendant AMICI's unlawful conduct, and by using Defendant AMICI as
4 the funding source for their own personal expenditures.

5 d. Plaintiff is informed and believes that Defendant AMICI and DOES 1-50,
6 while really one and the same, were segregated to appear as though separate and
7 distinct for purposes of circumventing a statute or accomplishing some other
8 wrongful or inequitable purpose.

9 e. Plaintiff is informed and believes that Defendants do not comply with all
10 requisite corporate formalities to maintain a legal and separate corporate existence.

11 f. Plaintiff is informed and believes, and based thereon alleges, that the
12 business affairs of Defendant AMICI and DOES 1-50 are, and at all times relevant
13 were, so mixed and intermingled that the same cannot reasonably be segregated,
14 and the same are in inextricable confusion. Defendant AMICI is, and at all times
15 relevant hereto was, used by DOES 1-50 as a mere shell and conduit for the
16 conduct of certain of Defendants' affairs, and are, and were, the alter ego of DOES
17 1-50. The recognition of the separate existence of Defendants would not promote
18 justice, in that it would permit Defendants to insulate themselves from liability to
19 Plaintiff for violations of the Government Code, Labor Code, and other statutory
20 violations. The corporate existence of Defendants and DOES 1-50 should be
21 disregarded in equity and for the ends of justice because such disregard is
22 necessary to avoid fraud and injustice to Plaintiff herein.

23 g. Accordingly, Defendant AMICI constitutes the alter ego of DOES 1-50,
24 and the fiction of their separate corporate existence must be disregarded.

25 21. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
26 thereon alleges that Defendant AMICI and DOES 1-50 are Plaintiff's joint employers by virtue of
27 a joint enterprise, and that Plaintiff was an employee of Defendant AMICI and DOES 1-50.
28 Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all

1 Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or
2 indirectly, in the manner in which Defendants' business was and is conducted.

3 22. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
4 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

5 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

6 23. Defendant AMICI'S MT INC. is a California corporation engaged in the restaurant
7 industry, specifically operating in Alameda County.

8 24. Throughout the Class Period, Plaintiff and Class Members, including the PAGA
9 class, served in nonmanagerial, non-supervisory roles where they neither had supervisory
10 responsibilities nor had discretion over the projects, work, or hours they worked. As such, Plaintiff
11 and Class Members were non-exempt employees and were paid accordingly on an hourly basis.

12 25. Despite being non-exempt hourly employees, Plaintiff and the Class Members,
13 including the PAGA class, were not afforded legally compliant meal or rest breaks. Defendants
14 also did not provide premium pay for missed meal and rest breaks.

15 26. In addition, Defendants failed to pay Plaintiff and the Class Members, including
16 the PAGA class, wages for all hours worked, including by requiring Plaintiff and the Class
17 Members to complete work off the clock and otherwise denying Plaintiff and the Class Members
18 payment for all hours worked.

19 27. Moreover, Defendants failed to pay Plaintiff and the Class Members, including the
20 PAGA class, overtime wages for hours spent working overtime, including on days when they
21 worked in excess of eight hours per day or weeks in which they worked in excess of forty hours
22 per week. Defendants also failed to pay double time to Plaintiff and the Class Members on days in
23 which they worked in excess of twelve hours.

24 28. Plaintiff's and the Class Members' wage statements confirm that they were not paid
25 premiums for their missed meal and rest breaks, which itself made the statements inaccurate
26 because the statements did not accurately reflect all wages owed to Plaintiff and Class Members
27 under California law. Instead, these wage statements also reflect routine, repeated, and deliberate
28 violations of California labor laws.

1 29. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show
2 individual days in which they worked in excess of eight hours, and weeks in which they worked
3 in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid.
4 Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to
5 them for overtime hours worked.

6 30. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's
7 or the Class Members' wage statements is there any reflection of premium pay for missed meal
8 and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and
9 rest breaks as required by California law.

10 31. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage
11 statements is there any reflection for payment of work completed before clocking in or after
12 clocking out, as required by Defendants.

13 **CLASS ACTION ALLEGATIONS**

14 32. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
15 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the
16 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is
17 impractical. Plaintiff's claims are typical of the claims of the members of the Class and Waiting
18 Time Penalty Subclass because Plaintiff was an employee of Defendants who was (a) not paid for
19 all hours worked, including for required off the clock work; (b) not paid any premium overtime
20 pay for the duration of Plaintiff's employment with Defendants; (c) was not paid a premium rate
21 for denied meal and rest breaks for the duration of Plaintiff's employment with Defendants; (d)
22 was provided with inaccurate wage statements which provided inaccurate sums of money to be
23 paid to Plaintiff; and (e) was not paid all wages due at termination.

24 33. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
25 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
26 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
27 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
28 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

1 34. Common questions of law and fact exist as to all members of the Class and the
2 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual
3 members of the Class and Subclass.

4 35. Class action treatment is superior to any alternative to ensure the fair and efficient
5 adjudication of the controversy alleged herein. Such treatment will permit a large number of
6 similarly situated persons to prosecute their common claims in a single forum simultaneously,
7 efficiently, and without duplication of effort and expense that numerous individual actions would
8 entail. No difficulties are likely to be encountered in the management of this class action that would
9 preclude its maintenance as a class action, and no superior alternative exists for the fair and
10 efficient adjudication of this controversy. Class Members are readily identifiable from Defendants'
11 employee rosters and/or payroll records.

12 36. Defendants' actions are generally applicable to the entire Class. Prosecution of
13 separate actions by individual members of each Class creates the risk of inconsistent or varying
14 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
15 of conduct for Defendants.

16 37. Because joinder of all members is impractical, a class action is superior to other
17 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
18 amounts at stake for many members of each Class, while substantial, may not be sufficient to
19 enable them to maintain separate suits against Defendants.

20 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

21 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

22 *[California Labor Code §§ 1194, 1197 and IWC Wage Orders]*

23 38. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
24 forth.

25 39. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-
26 exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed
27 rate and no part of this rate may be used as a credit against a minimum wage obligation.

28 40. During the relevant time period, Plaintiff and Class Members were not paid all

1 wages owed when Defendants did not pay minimum wage for all hours worked.

2 41. As a result of these violations, Defendants is liable for unpaid wages, interest
3 thereon, and attorneys' fees and costs.

4 42. Plaintiff and Class Members also request relief as described below.

5 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **FAILURE TO PAY OVERTIME WAGES**

7 *[California Labor Code §§ 510, 1194 and IWC Wage Orders]*

8 43. Plaintiff re-alleges each and every paragraph of this Complaint as though fully set
9 forth.

10 44. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are
11 required to compensate non-exempt employees for all overtime, which is calculated at one and
12 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
13 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
14 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
15 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
16 any workweek.

17 45. Plaintiff and Class Members are current and former non-exempt employees entitled
18 to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants failed to
19 compensate Plaintiff and Class Members for all overtime hours worked as required under the
20 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
21 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
22 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
23 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
24 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
25 consecutive day of work in any workweek.

26 46. Plaintiff and members of the Class Members worked in excess of eight hours per
27 day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and
28 Class Members the proper overtime compensation.

1 47. As a result of these violations, Defendants are liable for unpaid overtime wages,
2 interest thereon, and attorneys' fees and costs.

3 48. Plaintiff and Class Members also request relief as described below.

4 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

5 **FAILURE TO PPROVIDE MEAL PERIODS**

6 [*California Labor Code §§ 512 and 226.7*]

7 49. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

8 50. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and
9 Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code
10 Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal
11 period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members
12 worked in excess of five hours a day without being provided at least half hour meal periods in
13 which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and
14 applicable Wage Orders. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th
15 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty,
16 relinquishes control over their activities and permits them a reasonable opportunity to take an
17 uninterrupted 30-minute period, and does not impede or discourage them from doing so . . . [A]
18 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
19 second meal period [is required] no later than the end of an employee's 10th hour of work.").

20 51. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage
21 Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
22 meal periods.

23 52. As a proximate result of the violations, Plaintiff and Class Members have been
24 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
25 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
26 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
27 interest, penalties, attorney's fees, expenses, and costs of suit.

28 53. Plaintiff and Class Members also request relief as described below.

1 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PROVIDE REST PERIODS**

3 [*California Labor Code §226.7*]

4 54. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

5 55. Defendants failed to provide the rest periods that are required by applicable Wage
6 Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
7 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
8 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

9 56. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by
10 failing to provide Plaintiff and Class Members required rest periods.

11 57. Defendants violated California Labor Code section 226.7 and IWC Wage Orders
12 by failing to pay Plaintiff and Class Members who were not provided with a rest period, one
13 additional hour of compensation at each employee’s regular rate of pay for each workday that a
14 rest period was not provided.

15 58. As a proximate result of the violations, Plaintiff and Class Members have been
16 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
17 sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders,
18 Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest,
19 penalties, attorney’s fees, expenses, and costs of suit.

20 59. Plaintiff and Class Members also request relief as described below.

21 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

22 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE**
23 **STATEMENTS**

24 [*California Labor Code § 226.7 and applicable Wage Order*]

25 60. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

26 61. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
27 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
28 rates in effect during each respective pay period and the corresponding number of hours worked

1 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
2 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
3 employee identification or social security number; and, (8) the name and address of the legal entity
4 that is the employer.

5 62. As a result of Defendants' failure to provide accurate itemized wages statements,
6 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
7 applicable hourly rate for each pay period, which prevented them from becoming aware of these
8 violations and asserting their statutory protections under California law.

9 63. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
10 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

11 64. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
12 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
13 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
14 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

15 65. Plaintiff and Class Members are entitled to an award of costs and reasonable
16 attorneys' fees under Labor Code § 226(h).

17 66. Plaintiff and Class Members also requests relief as described below.

18 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 **FAILURE TO PAY ALL COMPENSATION DUE DURING EMPLOYMENT AND**
20 **UPON DISCHARGE**

21 *[California Labor Code §§ 201, 202, 203, 204, 210]*

22 67. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

23 68. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay
24 all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates
25 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time
26 of discharge are due and payable immediately.

27 69. Pursuant to Labor Code section 202, Defendants are required to pay all accrued
28 wages due to an employee no later than 72 hours after the employee quits his or her employment,

1 unless the employee provided 72 hours previous notice of his or her intention to quit, in which
2 case the employee is entitled to his or her wages at the time of quitting.

3 70. Labor Code section 203 provides that if an employer willfully fails to timely pay
4 wages of an employee who is discharged or who quits, in accordance with Labor Code sections
5 201 and 202, the employer is liable for waiting time penalties in the form of continued
6 compensation to the employee at the same rate for up to 30 workdays.

7 71. Defendants have willfully failed to pay accrued wages and other compensation to
8 Plaintiff in accordance with Labor Code sections 201, 202, and 204.

9 72. As a proximate result of the aforementioned violations, Plaintiff has been damaged
10 in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections
11 201, 202, 203, 204, 210, 1194, and other applicable provisions under the Labor Code and IWC
12 Wage Orders, Plaintiff is entitled to recover all wages earned and due, plus interest, penalties,
13 attorney's fees, expenses, and costs of suit.

14 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

15 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

16 [*Cal. Labor Code §2802*]

17 73. Plaintiff re-alleges each paragraph of this Complaint as though fully set forth.

18 74. California Labor Code § 2802 requires employers to reimburse employees for all
19 reasonable business expenses incurred by employees as a condition of employment.

20 75. Plaintiff and Class Members were required to pay for work-related expenses (*e.g.*
21 cell phone usage), and they incurred expenses as a result. Defendants unlawfully failed to provide
22 full and adequate reimbursement to Plaintiff and Class Members for these expenses.

23 76. As a result of these violations, Defendants are liable for damages related to these
24 unreimbursed expenses.

25 77. Plaintiff and Class Members also request relief as described below.

26 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

27 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**

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1 Defendants and the alleged violations of the California Labor Code were committed against
2 Plaintiff personally during his employment with Defendants.

3 86. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
4 Code §§ 2698–2699.5, Plaintiff seeks to recover all available civil penalties under the California
5 Labor Code and applicable IWC Wage Orders from Defendants for the violations set forth above.
6 Plaintiff is also entitled to an award of reasonable attorneys’ fees and costs pursuant to California
7 Labor Code § 2699(g)(1).

8 87. As required by law, Plaintiff sent written notice via certified mail to the Labor &
9 Workforce Development Agency (“LWDA”) and Defendants setting forth the facts and theories
10 of the violations alleged against Defendants as prescribed by Labor Code § 2698, et seq.

11 88. Plaintiff’s LWDA PAGA Notice was duly submitted on January 29, 2026 and
12 docketed as LWDA-CM-1153655-26.

13 89. Plaintiff has complied with all of the requirements set forth in California Labor
14 Code § 2699.3 to commence a PAGA action.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff, individually and on behalf of the proposed Class and Subclass, and as
17 an aggrieved employee on behalf of all aggrieved employees under PAGA, prays for judgment
18 against Defendants, and each of them, in an amount according to proof, as follows:

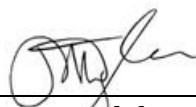
- 19 1. Certification of Plaintiff’s non-PAGA claims as a class action, pursuant to Cal.
20 Code of Civ. Pro. Section 382, on behalf of the proposed class;
- 21 2. For restitution of all monies due to Plaintiff and Class Members, as well as
22 disgorged profits from Defendants’ unfair and unlawful business practices;
- 23 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
24 and IWC Wage Orders;
- 25 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 26 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
27 the relevant provisions of the California Labor Code and the IWC Wage Orders,
28 and from engaging in the unlawful business practices complained of herein;

- 1 6. For statutory and civil penalties according to proof, including but not limited to all
2 penalties authorized by the California Labor Code §§ 203, 204, 210, and 226 (e)
3 and 2699;
4 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor
5 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other
6 applicable provision providing for pre-judgment interest;
7 8. For reasonable attorneys' fees and costs pursuant to California Labor Code
8 §§ 1194, 2802, Civil Code § 1021.5, and any other applicable provisions providing
9 for attorneys' fees and costs;
10 9. For civil penalties pursuant to the Private Attorneys General Act of 2004, California
11 Labor Code §§ 2698, 2699, and 2699.3, on behalf of Plaintiff and all aggrieved
12 employees;
13 10. For all such other and further relief that the court may deem just and proper.

14
15 Respectfully Submitted,

16 DATED: May 18, 2026

LABOR LAW PC

17
18 By: 

Danny Yadidsion, Esq.
Paige Taylor, Esq.
Attorneys for Plaintiff
HERMILO VALENCIA CERVANTES,
individually and on behalf of similarly
situated employees

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

Respectfully Submitted,

DATED: May 18, 2026

LABOR LAW PC

By: 

Danny Yadidsion, Esq.
Paige Taylor, Esq.
Attorneys for Plaintiff
HERMILO VALENCIA CERVANTES,
individually and on behalf of similarly
situated employees

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**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[C.C.P., §1013(a)]**

**HERMILO VALENCIA CERVANTES v. AMICI'S MT, INC.
Alameda Superior Court Case Number: 26CV167465**

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is cristy.sadang@laborlawpc.com

On June 4, 2026, I served the following document(s):

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the following:

Attorney for the Defendant

Michael A. Farbstein, Esq.
Barbara L. Lyons, Esq.
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maf@farbstein.com
bll@farbstein.com

(XX) (BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic mail. My email address is cristy.sadang@laborlawpc.com

Executed on **June 4, 2026**.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Cristy Sadang
Print Name

/s/ Cristy Sadang
Signature