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Attorneys for Plaintiff HUMBERTO JUAREZ-MARANON, as a representative of the State of California and Labor and Workforce Development Agency, and on behalf of himself and other current and former employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

HUMBERTO JUAREZ-MARANON, as a
designated Private Attorney General pursuant
to the Private Attorney General Act,

Plaintiff,

vs.

BUD ANTLE INC., and DOES 1-50,
inclusive,

Defendant.

Case No.: 26CV002230

REPRESENTATIVE ACTION

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Pay Wages Due Upon Termination of Employment;
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to indemnify for Expenditures or losses in Discharge of Duties.

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5 Plaintiff HUMBERTO JUAREZ-MARANON (“Plaintiff” or “Mr. Juarez-Maranon”), as
6 a representative of the State of California and the Labor and Workforce Development Agency
7 (“LWDA”), complains and alleges as follows:

8 **INTRODUCTION**

9 1. This is an action brought on behalf of the State of California as a Private Attorney
10 General pursuant to the Private Attorney General Act (2004), and more specifically, labor code
11 section 2698 et seq. as a result of one or more of the violations alleged herein by Defendant BUD
12 ANTLE, INC. (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is
13 defined as one (1) year plus sixty-five (65) days prior to the filing of this complaint. Plaintiff as
14 a Private Attorney general reserve the right to amend this complaint to reflect a different “Time
15 Period” as further discovery is conducted. The term “Aggrieved Employee(s)” shall mean
16 Defendant’s non-exempt hourly employees that worked in California during the RELEVANT
17 TIME PERIOD.

18 2. Plaintiff, on behalf of the State of California as a Private Attorney general, seeks
19 relief against Defendant for (1) failing to pay Plaintiff and Aggrieved Employees for all hours
20 worked; (2) failing to provide Plaintiff and Aggrieved Employees with meal periods or premium
21 compensation in lieu thereof; (3) failing to provide Plaintiff and Aggrieved Employees with rest
22 periods or premium compensation in lieu thereof; (4) failing to provide Plaintiff and Aggrieved
23 Employees with accurate payroll records and provide accurate itemized wage statements; (5)
24 failing to pay Plaintiff and Aggrieved Employees all wages due upon termination of employment;
25 and (6) failing to reimburse Plaintiff and Aggrieved Employees for all necessary expenditures
26 and losses incurred in furtherance of their job duties.

27 3. At all relevant times herein, Defendant has consistently maintained and enforced
28 the following unlawful policies and practices against Plaintiff.

- 1 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
2 wages;
- 3 (b) Willfully refusal to permit off-duty meal periods or providing compensation in lieu
4 thereof;
- 5 (c) Willfully refusing to permit rest periods or providing compensation in lieu thereof;
- 6 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
7 wages;
- 8 (e) Willfully refusing to pay all wages upon separation of employment.
- 9 (f) Willfully refusing to pay for expenditures or losses in the discharge of their duties.

10 **JURISDICTION AND VENUE**

11 4. This Court has subject matter jurisdiction over the causes of action alleged in this
12 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
13 excluded from exercising subject matter jurisdiction over said causes of action.

14 5. Venue is proper in the County of Monterey, because the Defendant maintains its
15 location and transact business in this county, the obligations and liability arise in this county, and
16 work performed by Plaintiff and Aggrieved Employees that forms the subject of this action
17 occurred in this county.

18 6. Further, there is no federal question at issue as the issues herein are based solely
19 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
20 Professions Code, and California Rules of Court.

21 **THE PARTIES**

22 **The Plaintiff**

23 7. Plaintiff began his employment with Defendant in or around May 2004, as a
24 forklift driver and was primarily responsible for on-loading and off-loading delivery trucks at
25 Defendant's site through January 4, 2025. Throughout the relevant time period, Plaintiff was
26 always paid on hourly wage and was deemed a non-exempt hourly employee by Defendant.
27 Plaintiff is accordingly entitled to compensation for all hours worked, overtime compensation,
28 premium pay, and penalties from Defendant.

1 **The Defendant**

2 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants is a
3 company that owns and operates and are distributor of fresh vegetables and packed salad products
4 in the State of California. On information and belief, and based thereon, Plaintiff alleges that
5 Defendant is conducting business in good standing in California, at all times herein mentioned,
6 has regularly conducted business throughout the State of California, including Monterey County.

7 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
8 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
9 inclusive, but on information and belief alleges that said Defendants are legally responsible for
10 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
11 capacities of the DOE Defendants when ascertained.

12 10. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
13 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
14 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
15 attributable to the other Defendant. Furthermore, Defendants operate as a joint venture and/or
16 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
17 joint employers and conspire with one another to increase profits by engaging in the conduct
18 described in this complaint.

19 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
20 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
21 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
22 below was acting, at least in part, within the course and scope of that authority as such agent,
23 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
24 the permission and consent of the co-Defendant. Plaintiff also alleges the acts of each Defendant
25 are legally attributable to the other Defendant.

26 **PAGA ADMINISTRATIVE PREREQUISITE**

27 12. By this complaint, Plaintiff brings this case as a representative action seeking
28 penalties for the State of California in a representative capacity, as provided by the Private

1 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee was
2 employed by Defendant and did not receive all wages due, was not paid regular wage, was not
3 paid overtime, was not provided accurate wage statements, was not reimbursed for necessary
4 expenditures, and was not able to take lawful meal and rest breaks or receive premium
5 compensation in lieu thereof.

6 13. Prior to filing this complaint, on January 2, 2026, Plaintiff gave written notice by
7 certified electronic mail to the Labor and Workforce Development agency ("LWDA") and to
8 Defendant of the specified provisions alleged to have been violated, including the facts and
9 theories to support the alleged violation as required by labor Code section 2699.3. A true and
10 correct copy of Plaintiff's original letter sent to the LWDA on January 2, 2026, is attached hereto
11 as Exhibit A.

12 14. More than sixty-five (65) days have been passed since Plaintiff submitted his
13 January 2, 2026, notice to the LWDA and Defendant of the specific alleged labor Code violations
14 and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged
15 violations. Plaintiff further has received no notice of Defendant's intent to cure any of the alleged
16 violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action
17 with regard to his January 2, 2026, PAGA notice.

18 **FACTUAL ALLEGATIONS**

19 15. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
20 employees the benefits due under California's wage and hour laws for work performed in
21 California. Defendant wrongfully refused to provide Plaintiff and Aggrieved Employees with
22 regular wages, overtime compensation and other statutory benefits mandated by California.

23 16. Throughout the Relevant Time Period, Defendant employed Plaintiff and
24 Aggrieved Employees in non-exempt positions throughout its California locations. Accordingly,
25 these positions remain non-exempt from California's wage and hour laws, yet Defendant fail to
26 pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-exempt
27 employees as required by law.

28 17. Plaintiff is informed and believes, and based thereon alleges, that Defendant's

1 policies and practices described herein are common across each of Defendant's locations within
2 the State of California

3 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant
4 instituted a policy and practice against the employees wherein minimum wage and overtime
5 wages due were not paid in compliance with California law. Plaintiff and Aggrieved Employees
6 were not compensated all minimum and overtime wages for all hours they were subjected to
7 Defendant's control. Plaintiff and Aggrieved Employees were harmed by Defendant's failure to
8 pay all minimum and overtime wages.

9 19. Plaintiff is informed an believes, and based thereon alleges, that Defendant was
10 required to provide Plaintiff and Aggrieved Employees with a work-free, thirty (30) minute meal
11 period within the first five (5) hours of a shift for workday in excess of six (6) hours, and a second
12 thirty (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10)
13 hours, in compliance with labor Code section 512. Defendant routinely denied Plaintiff and
14 Aggrieved Employees a full, uninterrupted, thirty (30) minute off-duty meal period when they
15 worked in excess of six (6) hours within the first five (5) hours of their shifts. Plaintiff and
16 Aggrieved Employees routinely denied a second thirty (30) minute meal period within the tenth
17 (10th) hour of their shifts. On information and belief, neither Plaintiff nor Aggrieved Employees
18 waived their lawful meal periods or received compensation from Defendant for their missed and
19 or interrupted meal periods.

20 20. Additionally, Defendant were obligated to provide Plaintiff and Aggrieved
21 Employees with a ten (10) minute rest break for every (4) hours, or major fraction thereof, worked
22 each day. Defendant prevented Plaintiff and Aggrieved Employees from taking their full rest
23 breaks throughout their shifts. Specifically, Plaintiff and Aggrieved Employees rest breaks were
24 regularly interrupted in order to complete their jobs more quickly, as a result of Defendant's
25 failure to adequately staff employees to allow a work-free rest period. Plaintiff and Aggrieved
26 Employees did not receive all paid rest periods or payment of one (1) additional hour of pay at
27 Plaintiff's and Aggrieved Employees' regular rate of pay when a paid rest period was missed,
28 shortened or interrupted.

1 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
3 wage statements that accurately showed their actual hours worked, total hours worked, number
4 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned pay
5 per period, in accordance with California law. In violation of the Labor Code, Plaintiff and
6 Aggrieved Employees were not provided with accurate itemized wage statements that accurately
7 reported their gross and net wages earned, total hours worked, premium wages earned, and each
8 applicable rate of pay in effect during the pay period with the corresponding number of hours
9 worked, among other things.

10 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that Plaintiff and Aggrieved Employees were entitled to receive business
12 reimbursements for necessary expenditures incurred in connection with the performance and
13 execution of their job duties. In violation of the Labor Code, Defendants required Plaintiff and
14 Aggrieved Employees were required to maintain Defendant's uniforms. Defendant did not
15 reimburse Plaintiff and Aggrieved Employees for the maintenance of the uniforms, nor did
16 Defendant provide a stipend in violation of the Labor code and IWC Wage Orders.

17 23. For at least one (1) year and sixty-five (65) days prior to the filing of this action
18 and through to the present, Plaintiff alleges that Defendant consistently maintained and enforced
19 the following unlawful practices and policies against its employees, in violation of California
20 state wage and hour laws.

21 (a) Defendant had a consistent policy of not paying Plaintiff and Aggrieved Employees
22 for all hours worked;

23 (b) Defendant had a consistent policy of requiring Aggrieved Employees within the State
24 of California, including Plaintiff, to work at least five (5) hours without a lawful meal
25 period and work at least ten (10) hours without a second meal period, and failing to
26 pay such employees one (1) hour of pay at the employees' regular rate of
27 compensation for each workday that the meal period was not provided, all in violation
28 of, among others, Labor Code sections 201, 202, 226.7, 512, and applicable Industrial

1 Welfare Commission Wage Orders, in one or more of the following manners;

2 i. Employees were unable to take timely uninterrupted meal periods; and

3 (c) Defendant had a consistent policy of failing to provide Aggrieved Employees within

4 the State of California, including Plaintiff, rest periods of at least (10) minutes per four

5 (4) hours worked or major fraction thereof and failing to pay such employees one (1)

6 hour of pay at the employees' regular rate of compensation for each workday that the

7 rest period is not provided, as required by California state wage and hour laws, in one

8 or more of the following manners;

9 i. Employees were required to work without being provided a minimum ten-minute

10 rest period for every four hours, or major fraction thereof, worked and were not

11 compensated with one hour of pay at their regular rate of pay for each workday

12 that a rest period was not provided; and

13 ii. employees were neither permitted nor authorized to take lawful rest periods.

14 (d) With respect to the Aggrieved Employees who either were discharged, laid off, or

15 resigned, Defendant failed to pay them in accordance with the requirements of Labor

16 Code sections 201, 202, and 203;

17 (e) Defendant failed to institute policies and procedures that ensured accurate recording

18 of all hours Plaintiff and Aggrieved Employees worked during the Relevant Time

19 Period;

20 (f) Defendant instituted policies and procedures that offset the necessary costs of doing

21 business on its employees. Plaintiff and Aggrieved Employees were required to use

22 their personal cell phones while performing work for Defendant. Defendant failed to

23 reimburse Plaintiff and Aggrieved Employees for the maintenance of the uniforms nor

24 provided a stipend. Defendant required Plaintiff and Aggrieved Employees to take on

25 the burden of these expenses without reimbursement in violation of Labor Code

26 section 2802.

27 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant

28 willfully failed to pay Aggrieved Employees all wages earned, including compensation for missed

1 meal and rest periods, in a timely manner upon or after termination of their employment with
2 Defendant.

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant
4 currently employs, and during the relevant liability period has employed hundreds of employees
5 in the State of California in non-exempt positions.

6 26. At relevant times herein, Plaintiff and the Aggrieved Employees were employed
7 by Defendant in non-exempt hourly positions.

8 27. On information and belief, Plaintiff alleges that Defendant's actions as described
9 throughout this complaint were willful.

10 28. On information and belief, Plaintiff alleges that Defendant willfully failed to pay
11 the legal wages, failed to provide legal rest and meal periods, and willfully failed to pay one
12 hour's wages in lieu of rest and meal periods, when each such employee quit or was discharged.

13 29. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved
14 Employees, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.7,
15 227.3, 510, 512, 1174, 1194, and 2802, seeking penalties, injunctive, and other equitable relief,
16 and reasonable attorneys' fees and costs.

17 30. Defendant has failed to comply with Labor Code section 226, subdivision (a) by
18 itemizing in wage statements all deductions from payment of wages and accurately reporting total
19 hours worked by Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees are
20 therefore entitled to penalties not to exceed four thousand dollars (\$4,000.00) for each employee
21 pursuant to Labor Code section 226, subdivision (b).

22 31. Defendant has failed to comply with Labor Code section 226, subdivision (a) by
23 itemizing in wage statements all deductions from payment of wages and accurately reporting total
24 hours worked by Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees are
25 therefore entitled to penalties not to exceed four thousand dollars (\$4,000.00) for each employee
26 pursuant to Labor Code section 226, subdivision (b).

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VIOLATION OF PAGA FOR UNPAID MINIMUM WAGE AND OVERTIME

32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Plaintiff alleges that Defendant maintained, and has maintained throughout the Relevant Time Period, a consistent policy and practice of failing to pay wages, including overtime and double time wages due for hours actually worked.

36. As such, Plaintiff and Aggrieved Employees seek overtime in an amount according to proof, which they earned and accrued one (1) year prior to filing this complaint, according to proof, as part of the civil penalty pursuant to Labor Code section 558, subdivision (a).

- 10 -

1 38. Since the LWDA has not indicated that it will be investigating more than 65 days
2 since Plaintiff provided notice, and because Defendant took no corrective action to remedy the
3 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
4 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
5 the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each
6 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
7 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

8 39. Plaintiff is informed and believes that Defendant have violated, and continue to
9 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
10 minimum wages and overtime.

11 40. Plaintiff, as a personal representative of the general public, will and does seek to
12 recover any and all penalties for each and every violation shown to exist or to have occurred
13 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
14 otherwise only available to public agency enforcement actions.

15 41. Additionally, Plaintiff as a Private Attorney General is entitled to attorney’s fees
16 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
17 interest.

18 **SECOND CAUSE OF ACTION**
19 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
20 **PREMIUM COMPENSATION IN LIEU THEREOF**
21 **(Labor Code Sections 226.7 and 512)**
22 **(Plaintiff Against Defendant)**

23 42. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
24 fully set forth herein.

25 43. Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001, Sect. 11
26 provides that no employer shall employ any person for a work period of more than five (5) hours
27 without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes
28 or employ any person for a work period of more than ten (10) hours without a second meal period

1 of not less than thirty (30) minutes.

2 44. Labor Code section 226.7 provides that if an employer fails to provide an
3 employee a meal period in accordance with this section, the employer shall pay the employee one
4 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
5 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
6 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
7 relieving employees from all work duties during meal periods thereby preventing employees from
8 taking legally compliant meal periods.

9 45. Industrial Welfare Commission (IWC) Wage Order No. 5-2001 (Wage Order 5)
10 section 11, subdivision (A) states, "Unless the employee is relieved of all duty during a 30-minute
11 meal period, the meal period shall be considered an "on duty" meal period and counted as time
12 worked. An "on duty" meal period shall be permitted only when the nature of the work prevents
13 an employee from being relieved of all duty and when by written agreement between the parties
14 an on-the-job paid meal period is agreed to. The written agreement shall state that the employee
15 may, in writing, revoke the agreement at any time."

16 46. The burden to prove that a meal or rest period violation has occurred normally
17 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal.App.4th 1138,
18 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
19 presumption of meal and rest period violations is created, shifting the burden to the employer to
20 prove that meal and rest period violations did not occur.

21 47. Defendant failed to schedule non-exempt employees in an adequately overlapping
22 manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive
23 such meal periods within the statutory timeframe. Further, Defendant obligated Plaintiff and
24 Aggrieved Employees to work through meal periods while off-the-clock. If a meal period was
25 provided, Plaintiff and Aggrieved Employees meal periods were interrupted to attend to work
26 responsibilities. Defendant denied Plaintiff and Aggrieved Employees duty-free meal periods, as
27 a result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work
28 during their meal periods. In so doing, Defendant have intentionally and improperly denied meal

1 periods to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512
2 and other regulations and statutes.

3 48. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
4 and Aggrieved Employees.

5 49. Plaintiff and Aggrieved Employees did not voluntarily or willfully waive meal
6 periods.

7 50. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
8 than five (5) hours in a workday.

9 51. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
10 worked more than ten (10) hours in a workday.

11 52. At all times relevant hereto, Defendant failed to offer or to schedule non-exempt
12 positions in a manner so as to reasonably provide meal and/or work free meal period as required
13 by Labor Code sections 226.7 and 512.

14 53. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
15 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
16 and/or to provide on-duty meal periods in accordance with the applicable IWC Wage Order, has
17 caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
18 ascertained according to proof at trial.

19 54. Further, Defendant's failure to maintain accurate records of the meal periods taken
20 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
21 and shifts the burden to Defendant to prove they did not occur.

22 55. Plaintiff on behalf of the State of California, requests recovery of civil penalties as
23 a result of violation of Labor Code sections 226.7 and 558, subdivision (a), which they are owed
24 beginning one (1) year prior to filing this complaint as well as the assessment of any civil penalties
25 against Defendant, and each of them, in a sum as provided by the Labor Code and/or other
26 statutes.

27 56. Since the LWDA has not indicated that it will be investigating and sixty-five (65)
28 days have passed since Plaintiff mailed his letter, and because Defendant took no corrective action

1 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
2 of California, will seek any and all penalties otherwise capable of being collected by the Labor
3 Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This
4 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
5 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
6 and 1194.

7 57. Plaintiff is informed and believes that Defendant have violated and continue to
8 violate provisions of the Labor Code and applicable Wage orders related to the payment of
9 minimum wages, including overtime.

10 58. Plaintiff, as a personal representative of the general public, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
13 otherwise only available to public agency enforcement actions.

14 59. Additionally, Plaintiff as a Private Attorney General is entitled to attorney’s fees
15 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
16 interest.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
19 **PREMIUM COMPENSATION IN LIEU THEREOF**

20 **(Labor Code Sections 226.7 and 512)**

21 **(Plaintiff Against Defendant)**

22 60. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
23 preceding paragraphs of this complaint as if fully set forth herein.

24 61. Labor Code section 226.7 provides that employers authorize and permit all
25 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

26 62. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
27 provide an employee rest periods in accordance with this section, the employer shall pay the
28 employee one (1) hour of pay at the employee's regular rate of compensation for each workday

1 that the rest period is not provided.

2 63. Defendant failed and or refused to implement a relief system by which Plaintiff
3 and Aggrieved Employees could receive rest periods and/or work free rest periods. Defendant
4 denied Plaintiff and Aggrieved Employees duty free rest periods by interrupting Plaintiff and
5 Aggrieved Employees' rest periods. By and through their actions, Defendant intentionally and
6 improperly denied duty free rest periods to the Plaintiff and Aggrieved Employees in violation of
7 Labor Code sections 226.7 and 512.

8 64. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
9 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
10 together in violation of Labor Code section 226.7 and 512.

11 65. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
12 Aggrieved Employees.

13 66. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
14 more than four (4) hours in a workday.

15 67. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
16 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
17 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
18 presently unknown, but which exceed the jurisdictional limits of this Court, and which will be
19 ascertained according to proof at trial.

20 68. Plaintiff, by virtue of his employment with Defendant, Defendant's failure to
21 provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of requiring
22 employees to work through their rest periods without receiving compensation in lieu thereof, is
23 an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
24 all prerequisites to serve as a representative of the general public to enforce California's labor
25 laws, and the penalty provisions identified in Labor Code section 2699.5.

26 69. Plaintiff on behalf of the State of California requests civil penalties for violations
27 of Labor Code sections 226.7 and 558, subdivision (a), which they are owed beginning one (1)
28 year prior to filing this complaint as well as the assessment of any civil penalties against

1 Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes.
2 Plaintiff, as a representative of the people of the State of California, will seek any and all penalties
3 otherwise capable of being collected by the Labor Commission, the LWDA and/or the DLSE.
4 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
5 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
6 226.7 and 512.

7 70. Plaintiff, as a personal representative of the general public, will and does seek to
8 recover any and all penalties for each and every violation shown to exist or to have occurred
9 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
10 otherwise only available to public agency enforcement actions.

11 71. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
12 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
13 interest.

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATION OF PAGA FOR FAILURE TO KEEP ACCURATE PAYROLL RECORDS** 16 **AND TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(Labor Code Sections 1174 and 226, subdivision (A), (E))**

18 **(Plaintiff Against Defendant)**

19 72. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
20 preceding paragraphs of this complaint as if fully set forth herein.

21 73. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
22 location in California or at the plant or establishment at which the employees are employed,
23 payroll records showing the hours worked daily, and the wages paid to each employee. Plaintiff
24 is informed and believes, based thereon alleges, that Defendant willfully failed to make or keep
25 accurate records for Plaintiff and similarly-aggrieved employees."

26 74. Labor Code section 226, subdivision (a), states in pertinent part that, "every
27 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
28 employees, either as a detachable part of the check, draft, or voucher paying the employee's

1 wages, or separately when wages are paid by personal check or cash, an accurate itemized
2 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee...;
3 (3) the number of piece-rate units earned...; (4) all deductions...; (5) net wages; (6) the inclusive
4 dates of the period for which the employee is paid; (7) the name of the employee and only the last
5 four digits of his or her social security number or an employee identification number other than a
6 social security number; (8) the name and address of the legal entity that is the employer...; and
7 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours
8 worked at each hourly rate by the employee...” (Lab. Code, § 226.).

9 75. Defendant knowingly and intentionally failed to provide timely and accurate
10 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
11 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
12 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
13 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
14 Employees.

15 76. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
16 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
17 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
18 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

19 77. Plaintiff is informed and believes that Defendant’s failure to keep accurate payroll
20 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
21 subdivision (a), and the applicable wage order. Plaintiff intends to seek penalties under Labor
22 Code section 2699, subdivision (f)(2). Plaintiff and Aggrieved Employees are entitled to penalties
23 of \$100.00 for the initial violation, and \$200.00 for each subsequent violation for every pay period
24 during which these records and information were not kept by Defendant.

25 78. Plaintiff as a representative of the State of California, will and does seek to recover
26 any and all penalties for each and every violation shown to exist or to have occurred during the
27 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
28 only available to public agency enforcement actions.

1 79. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
2 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
3 interest.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

6 **TERMINATION OF EMPLOYMENT**

7 **(Labor Code Sections 201 and 203)**

8 **(Plaintiff Against Defendant)**

9 80. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
10 preceding paragraphs of this complaint as if fully set forth herein.

11 81. Plaintiff is informed and believes that certain members of the Aggrieved
12 Employees who ended their employment with Defendant during the Relevant Time Period, were
13 entitled to be promptly paid both minimum wage and lawful overtime compensation and other
14 premiums, as required by Labor Code sections 201 and 203.

15 82. Defendant refused and/or failed to promptly compensate Aggrieved Employees
16 wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay
17 both minimum and overtime compensation owed for work performed for Defendant.

18 83. Labor Code sections 201 and 202 require employers to timely pay all wages earned
19 and unpaid to employees upon separation of employment. Specifically, section 201 provides that
20 when an employer discharges an employee, the wages earned and unpaid at the time of discharge
21 are due and payable immediately. Section 202 provides that when an employee quits, the wages
22 earned and unpaid are due and payable no later than seventy-two (72) hours thereafter.

23 84. Labor Code section 203 provides that when an employer who fails to pay all wages
24 earned and due to an employee, who is discharged or quits within the appropriate timeframes set
25 forth in sections 201 and 202, the wages of the employee shall continue as a penalty at the
26 employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up
27 to 30 days.

28 85. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee

1 with standing to bring an action under the PAGA and has suffered injury as to one or more
2 violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a
3 representative of the general public to enforce California's labor laws, and the penalty provisions
4 identified in Labor Code section 2699.5.

5 86. Plaintiff, as a representative of the people of the State of California, will seek any
6 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
7 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
8 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
9 201-203, 226, 226.7, 510, 512, 1174, and 1194.

10 87. Plaintiff, as a personal representative of the general public, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
13 otherwise only available to public agency enforcement actions.

14 88. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
15 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
16 interest.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO INDEMNIFY FOR EXPENDITURES OR**
19 **LOSSES IN DISCHARGE OF DUTIES**

20 **(Labor Code Section 2802)**

21 **(Plaintiff Against Defendant)**

22 89. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
23 preceding paragraphs of this complaint as if fully set forth herein.

24 90. Labor Code section 2802 states, "An employer shall indemnify his or her
25 employee for all necessary expenditures or losses incurred by the employee in direct consequence
26 of the discharge of his or her duties..."

27 91. Plaintiff and the Aggrieved Employees were not reimbursed by Defendant for
28 necessary expenditures as a direct consequence of the discharge of their duties.

1 92. Defendant knowingly, willingly and intentionally attempted to offset the cost of
2 doing business on the Plaintiff and Aggrieved Employees.

3 93. Defendant had a practice and policy of requiring Plaintiff and Aggrieved
4 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
5 Plaintiff and Aggrieved Employees for necessary business expenditures, specifically using their
6 personal cell phones while performing work duties for Defendant.

7 94. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
8 "necessary expenditures or losses" which shall include all reasonable costs, including, but not
9 limited to, attorney's fees and interest.

10 95. Plaintiff by virtue of his employment with Defendant and the Defendant's policy
11 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendant's cost of
12 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary
13 expenditures, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
14 has satisfied all prerequisites to serve as a representative of the general public to enforce
15 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

16 96. Plaintiff, as a representative of the people of the State of California, will seek any
17 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
18 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
19 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
20 201-203, 226, 226.7, 510, 512, 1174, and 1194.

21 97. Plaintiff, as a personal representative of the general public, will and does seek to
22 recover any and all penalties for each and every violation shown to exist or to have occurred
23 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
24 otherwise only available to public agency enforcement actions.

25 98. Additionally, Plaintiff as a Private Attorney General is entitled to attorney's fees
26 and costs pursuant to Labor Code section 2699, subdivisions (d)(1), and (k)(1), and prejudgment
27 interest.

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgement as follows:

- 3 1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as
4 provided by law, including, but not limited to, those civil penalties provided by
5 statute, provided by PAGA;
- 6 2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699,
7 Subdivisions (d)(1) and (k)(1), and any other statutory basis or pursuant to California
8 Rules of Court;
- 9 3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivisions
10 (d)(1) and (k)(1) and any other statutory basis; and
- 11 4. For all such other and further relief as the Court may deem just and proper.
- 12
- 13

14 Dated: April 27, 2026

MAHONEY LAW GROUP, APC

15
16
17 By: 

18 Berkeh Alemzadeh , Esq.
19 Cedric Joseph, Esq.
20 Attorneys for Plaintiff, HUMBERTO
21 JUAREZ-MARANON as an individual,
22 and on behalf of all employees similarly
23 situated
24
25
26
27
28

EXHIBIT A



Cedric Joseph
(562) 590-5550 phone
(562) 590-8400 facsimile
cjoseph@mahoney-law.net

January 2, 2026

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL # 9589 0710 5270 2375 6251 20

Return Receipt Requested

BUD ANTLE INC.

639 Sanborn Road

Salinas, CA 93901

VIA CERTIFIED MAIL # 9589 0710 5270 2375 6251 13

Return Receipt Requested

BUD ANTLE INC.

ATTN: Koy Saechao

2710 Gateway Oaks Drive

Sacramento, CA 95833

Re: Juarez-Maranon v. Bud Antle Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: Bud Antle Inc. ("Employer") and the California Labor and Workforce Development Agency ("LWDA")

From: Humberto Juarez-Maranon ("Mr. Juarez-Maranon"), through his counsel, Mahoney Law Group, APC.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Humberto Juarez-Maranon ("Employee" or "Mr. Juarez-Maranon"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Bud Antle Inc. (“Employer”) is a California corporation that provides residential, commercial and industrial plumbing services throughout the state of California. Employee alleges Employer violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, and 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, failing to pay Employee and all other aggrieved employees minimum wage, failure to pay overtime wages, failure to authorize and permit rest periods or premium wages in lieu thereof, failure to provide meal periods or premium wages in lieu thereof, failure to reimburse Employee and other aggrieved employees for work-related expenses, and failure to provide accurate itemized wage statements.

A. Employer Failed to Pay Mr. Juarez-Maranon and Other Aggrieved Employees for All Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed in violation of California law.

Mr. Juarez-Maranon and other aggrieved employees were routinely worked off the clock. They were instructed by Employer to arrive early to prepare for their shift and to continue working and finishing tasks even after clocking out for their shifts. Employer failed to provide compensation at least at a minimum wage rate for all hours worked as required by the Labor Code. Employer’s failure to provide Mr. Juarez-Maranon and other aggrieved employees pay for all hours worked is a violation of California’s minimum wage laws, as Mr. Juarez-Maranon and other aggrieved employees should have been provided at least the applicable minimum wage for all hours worked. Additionally, the employer maintained a systematic practice of cutting Mr. Juarez-Maranon and other aggrieved employees recorded work hours on payroll. In order to receive full compensation for the hours actually worked, employees were forced to affirmatively complain to management or confront the employer regarding the underpayment. The complaints were often and routinely ignored or dismissed. The practice resulted in repeated willful failure to pay all wages earned for all hours worked.

Furthermore, Employer routinely required Employee and other aggrieved employees to work through their meal and rest breaks. Mr. Juarez-Maranon and other aggrieved employees’ meal periods were generally interrupted and cut short because Employer required them to return to work and attend to immediate tasks due to understaffing. Employer failed or refused to provide premium compensation to Plaintiff for all late meal periods and all missing meal periods. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods.

Employer’s conduct and failure to compensate Mr. Juarez-Maranon and other aggrieved employees for all hours worked, including minimum and overtime wages, is in violation of Labor

Code sections 294, 510, and 1194, Wage Order 16, and is actionable under PAGA.

B. Employer Failed to Provide Mr. Juarez-Maranon and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Mr. Juarez-Maranon and other aggrieved employees allege that they did not always receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work due to their nature of their shift, demanding tasks and deadlines set by Employer, and understaffing by the Employer. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal break, they did not always receive premium pay as compensation for the missed meal break. More specifically, Employer had a practice of prioritizing work responsibilities and having Employee and other aggrieved employees complete their assignments rather than provide Employee and other aggrieved employees their legally mandated meal or rest break.

Mr. Juarez-Maranon further alleges that he and other aggrieved employees often did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Mr. Juarez-Maranon and other aggrieved employees were generally precluded from taking rest periods due to Employer's failure to sufficiently staff shifts to provide relief and thereby allow Mr. Juarez-Maranon and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Employer's conduct is in violation of Labor Code sections 226.7 and 512, and is also actionable under PAGA.

C. Employer Failed to Compensate Mr. Juarez-Maranon and Other Aggrieved Employees for All Necessary Business Expenditures Incurred During Their Employment

Pursuant to Labor Code section 2802(a) "[a]n employer shall indemnify his or her employee for all necessary business 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..." The purpose of this statute is to "prevent employers from passing their operating expenses on to their employee," *Gattuso v. Harte-Hanks Shoopers, Inc.*, 42 Cal 4th 554, 562 (2007) (quoting legislative history from the 2000 amendment to the statute). Under Labor Code section 2802, "necessary" is defined to include all "reasonable" expenses.

The employer's obligation to reimburse business related expense arises when the employer "knew or should have known: that its employees have incurred business related expenses. *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903 (N.D. Cal. 2009) (Hon. Edward Chen); *Wilson v. Kiewit Pacific Co.*, 2010 WL 5059522 (N.D. Cl Dec. 6, 2010) (Hon. Susan Illston) (adopting the

"knew or should have known standard" standard from RadioShack.)

i. Employer Failed to Reimburse Mr. Juarez-Maranon and Other Aggrieved Employees for Maintaining Their Uniforms

Mr. Juarez-Maranon and other aggrieved employees worked in environments involving large-scale agricultural and vegetable processing conditions, including exposure to raw soil, irrigation runoff, organic fertilizers, and mass-produced fresh vegetable debris commonly present in high-volume produce packaging and distribution systems. These substances saturated Mr. Juarez-Maranon and other aggrieved employees with dirt and toxic debris.

Employers required Mr. Juarez-Maranon and other aggrieved employees to shoulder the burden of doing business. More specifically, Mr. Juarez-Maranon and other aggrieved employees were required to wear uniforms but failed to maintain, launder, or replace those uniforms, despite full knowledge that the uniforms were subject to heavy soil and contamination beyond what an employee could safely or reasonably clean at home. Despite the foregoing, Mr. Juarez-Maranon and other aggrieved employees were left to personally wash, maintain, unsanitary, or unsafe to wear, shifting the Employers' legal obligations onto low-wage workers such as Mr. Juarez-Maranon and other aggrieved employees. Mr. Juarez-Maranon and other aggrieved employees were not reimbursed for reasonable cost of having to maintain their mandatory uniforms.

Employers' failure to provide complete compensate for all necessary business expenditures incurred by Mr. Juarez-Maranon and other aggrieved employees in direct consequence of their duties to Employer is actionable under PAGA as a violation of Labor Code section 2802, and Wage Order 16.

D. Employer Failed to Provide Mr. Juarez-Maranon and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay all Wages Owed Upon Severance of Employment, in Violation of California Law

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. Employer's conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its tool purchasing policy, practice and procedure of failing to pay all wages earned to former employees.

III. **RESERVATION OF RIGHTS**

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint.

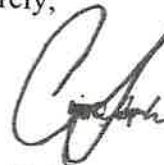
The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intend to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Cedric E. Joseph, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: cjoseph@mahoney-law.net

Sincerely,



Cedric E. Joseph, Esq.
MAHONEY LAW GROUP, APC