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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF KERN**

19 JOSE MENDOZA, individually and on behalf of
20 all others similarly situated,

21 Plaintiff,

22 v.

23 J. TORRES CO., INC.; and DOES 1 through 100,
24 inclusive,

25 Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of Kern
By: Julia Barrera
Deputy Clerk
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Case No. 26CUB01688

Assigned for All Purposes to:
Hon. Judge Gregory A. Pulskamp, Dept. J

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

- 1) Failure to Pay All Minimum Wages (Labor Code §§ 226.2, 1182.12, 1194, 1194.2, 1197);
- 2) Failure to Pay All Overtime Wages (Labor Code §§ 204, 226.2, 510, 1194 and 1198);
- 3) Meal Period Violations (Labor Code §§ 226.7, 512, and 558);
- 4) Rest Period Violations (Labor Code §§ 226.7, 516, and 558);
- 5) Wage Statement Violations (Labor Code §§ 226 *et seq.*);
- 6) Failure to Reimburse Employees for Necessary Business Expenses (Labor Code §§ 2802 and 2804);
- 7) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and

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**8) Civil Penalties and Public Injunctive
Relief under the Private Attorneys
General Act (Labor Code §§ 2698 *et*
seq.)**

**DEMAND FOR JURY TRIAL
REQUEST FOR PUBLIC INJUNCTIVE
RELIEF
UNLIMITED CIVIL CASE**

1 Plaintiff Jose Mendoza (“Plaintiff” or “Mr. Mendoza”), individually and on behalf of all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendant J. Torres Co., Inc.; and DOES 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **STATEMENT OF THE CASE**

6 1. This proposed class and representative action, brought pursuant to California
7 Code of Civil Procedure § 382 and Labor Code §§ 2698, *et seq.*, seeks unpaid minimum and overtime
8 wages, meal and rest period premium pay, statutory penalties, liquidated damages, interest, reasonable
9 attorneys’ fees, and costs. Plaintiff’s action is brought under California Labor Code §§ 201-204, 206,
10 210, 221, 223, 224, 226, 226.2, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2,
11 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2800, 2802, and 2804, California Business & Professions
12 Code §§ 17200 *et seq.*, and the Industrial Welfare Commission Wage Order No. 9 (“Wage Order 9”),
13 in addition to seeking declaratory relief and restitution.

14 **JURISDICTION AND VENUE**

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

20 3. Venue in this County is proper under California Business & Professions Code § 17203
21 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’ unlawful
22 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
23 substantial business in this County, and/or Defendants’ liability arose in this County.

24 **PARTIES**

25 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
27 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
28 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein,

1 lost money and/or property, and has been deprived of the rights guaranteed to him by Labor Code §§
2 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802,
3 2804, Business & Professions Code § 17200 *et seq.*, and Wage Order 9, which sets employment
4 standards for the transportation industry.

5 5. Defendant J. Torres Co., Inc. is a California corporation. Defendants did (and do)
6 business by providing waste collection and disposal services.

7 6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
8 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
9 of the members of the Classes (as defined below).

10 7. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
11 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.
12 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.
13 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
14 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent
15 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
16 conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices,
17 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
18 deemed to include all DOE Defendants.

19 8. At all times herein mentioned, each of said Defendants participated in the doing of the
20 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
21 and each of them, were the agents, servants, and employees of each and every one of the other
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
23 within the course and scope of said agency and employment. Defendants, and each of them, approved
24 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
25 herein.

26 9. At all times mentioned herein, Defendants, and each of them, were members of and
27 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope
28 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges

1 that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined
2 below).

3 **GENERAL FACTUAL ALLEGATIONS**

4 10. Defendants did (and do) business by providing waste collection and disposal services.

5 11. Defendants have employed Mr. Mendoza in the non-exempt position of “Driver” (or
6 other similarly titled position) from approximately April/May 2022 through July 2025. Mr. Mendoza’s
7 primary job duties included picking up and disposing of dirt/soil. Defendants sometimes paid Mr.
8 Mendoza on an hourly basis (\$24/hour). At other times, Defendants paid Mr. Mendoza on a piece-rate
9 basis (per load).

10 12. Defendants’ practices and policies deprived Mr. Mendoza and other non-exempt
11 employees of minimum and overtime wages. Defendants required Mr. Mendoza and other non-exempt
12 employees to complete work-related tasks off the clock, such as donning and doffing activities,
13 communicating with Defendants’ management and supervisors (*e.g.*, responding to communications
14 from dispatch), working through meal periods as a result of work demands (*e.g.*, unloading dirt), and
15 closing tasks (*e.g.*, fixing the tarp on Defendants’ truck at least once per week). Upon information and
16 belief, when Defendants paid Mr. Mendoza and other non-exempt employees on a piece-rate basis
17 (per load), Defendants failed to pay Mr. Mendoza and other non-exempt employees separately for
18 rest/recovery breaks and “other nonproductive time” at no less than minimum wage, in addition to
19 their piece-rate earnings. Upon information and belief, this time, including waiting or meetings, was
20 not itemized on Mr. Mendoza and other non-exempt employees’ paystubs. Defendants also required
21 Mr. Mendoza and other non-exempt employees to provide their own tools and equipment necessary
22 for the performance of their job duties, but failed to pay Mr. Mendoza and other non-exempt
23 employees “at least two (2) times the minimum wage” in violation of IWC Wage Order 9-2001, §
24 9(B). Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked,
25 Mr. Mendoza and other non-exempt employees were not compensated for all required minimum and
26 overtime wages.

27 13. Defendants failed to provide Mr. Mendoza and other non-exempt employees with all
28 legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted

1 in late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal
2 periods. Furthermore, Mr. Mendoza and other non-exempt employees had their meal periods
3 interrupted, rounded, automatically deducted, on-duty, and/or restricted to the worksite due to
4 Defendants' excessive work demands, understaffing, policies, and practices. On those occasions when
5 Mr. Mendoza and other non-exempt employees were able to take a meal period, Mr. Mendoza and
6 other non-exempt employees were unable to commence their meal periods until after the completion
7 of five hours of work due to work demands and understaffing. Mr. Mendoza and other non-exempt
8 employees' meal periods were also cut short as Mr. Mendoza and other non-exempt employees were
9 regularly interrupted with emergent work issues and expected to respond during their meal periods.
10 Further, on occasions when Mr. Mendoza and other non-exempt employees were provided meal
11 periods, Defendants required Mr. Mendoza and other non-exempt employees to keep a communication
12 device on their person to communicate with Defendants' supervisors, management, and/or dispatch at
13 all times, in violation of *Augustus v. ABM Security Svcs., Inc.* (2016) 2 Cal.5th 257. *Id.*, at 269 (“[O]ne
14 cannot square the practice of compelling employees to remain at the ready, **tethered by time and**
15 **policy to particular...communications devices**, with the requirement to relieve employees of all
16 work duties and employer control.”) (emphasis added). As such, Defendants failed to relinquish
17 control over how Mr. Mendoza and other non-exempt employees spent their meal periods. As a result
18 of Defendants' meal period practices and policies, Mr. Mendoza and other non-exempt employees
19 were not provided with all lawful meal periods to which they were entitled. On occasions when Mr.
20 Mendoza and other non-exempt employees were not provided with all lawful meal periods to which
21 they were entitled, Defendants failed to pay Mr. Mendoza and other non-exempt employees an
22 additional hour of premium pay at the regular rate of pay for each workday in which a meal period
23 violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at least a
24 portion of the relevant time period, Defendants failed to maintain any pay code or other mechanism
25 for the payment of meal period premiums when they failed to provide Mr. Mendoza and other non-
26 exempt employees with legally compliant meal periods.

27 14. Mr. Mendoza and other non-exempt employees were not authorized and permitted to
28 take a duty free, ten-minute rest period for every 4 hours worked (or major fraction thereof) due to

1 Defendants' rest period policies/practices. Defendants did not authorize and permit any rest periods.
2 Thus, Mr. Mendoza and other non-exempt employees regularly had their rest breaks missed,
3 shortened, late, on-duty, restricted to the worksite, and/or interrupted. In addition, Defendants failed
4 to provide rest periods during the middle of each work period. Further, even if Mr. Mendoza and other
5 non-exempt employees were ever able to take a rest period, which Mr. Mendoza alleges they were
6 not, Defendants required Mr. Mendoza and other non-exempt employees to carry and be responsive
7 to their communication devices at all times while on duty in violation of *Augustus. Id.*, 2 Cal.5th at
8 269 (“[O]ne cannot square the practice of compelling employees to remain at the ready, **tethered by**
9 **time and policy to particular...communications devices**, with the requirement to relieve employees
10 of all work duties and employer control during 10-minute rest periods.”) (emphasis added). As such,
11 Defendants failed to relinquish control over how Mr. Mendoza and other non-exempt employees spent
12 their rest periods. As a result of Defendants' rest period practices and policies, Mr. Mendoza and other
13 non-exempt employees were not provided with all lawful rest periods to which they were entitled. On
14 occasions when Mr. Mendoza and other non-exempt employees were not provided with all lawful rest
15 periods to which they were entitled, Defendants failed to pay Mr. Mendoza and other non-exempt
16 employees an additional hour of premium pay at the regular rate of pay for each workday in which a
17 rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, for at
18 least a portion of the relevant time period, Defendants failed to maintain any pay code or other
19 mechanism for the payment of rest period premiums when they failed to authorize and permit Mr.
20 Mendoza and other non-exempt employees to take legally compliant rest periods.

21 15. Defendants also required Mr. Mendoza and other non-exempt employees to provide
22 their own supplies necessary to perform their job duties without reimbursing them for these necessary
23 business expenses. Specifically, Defendants required Mr. Mendoza and other non-exempt employees
24 to use their personal cell phones to communicate throughout the day with supervisors about their work
25 duties. In addition, Defendants required Mr. Mendoza and other non-exempt employees to use their
26 personal tools and equipment to complete their work duties. Upon information and belief, Defendants
27 never reimbursed Mr. Mendoza and other non-exempt employees for use of their personal tools and
28 equipment necessary to perform their job duties and a reasonable portion of their cellular phone

1 expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, and
2 Labor Code § 2802.

3 16. As a result of Defendants' failure to pay minimum wages, overtime wages, and meal
4 and rest period premium wages owed, Defendants also maintained inaccurate payroll records, issued
5 inaccurate wage statements to Mr. Mendoza and other non-exempt employees, and failed to pay all
6 wages to Mr. Mendoza and other non-exempt employees upon separation of their employment.

7 **CLASS ACTION ALLEGATIONS**

8 17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
9 Classes pursuant to Code of Civil Procedure § 382:

- 10 a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt
11 employees in California who were subject to Defendants' timekeeping policies and/or
12 practices for non-exempt employees, during the four years immediately preceding the
13 filing of this action through the present.
- 14 b. The Overtime Class consists of all Defendants' current and former non-exempt
15 employees in California who worked more than 8.0 hours per day and/or 40.0 hours per
16 workweek and were subject to Defendants' timekeeping policies and/or practices for non-
17 exempt employees, during the four years immediately preceding the filing of this action
18 through the present.
- 19 c. The Meal Period Class consists of all Defendants' current and former non-exempt
20 employees in California who worked at least one shift in excess of 5.0 hours during the
21 four years immediately preceding the filing of this action through the present.
- 22 d. The Rest Period Class consists of all Defendants' current and former non-exempt
23 employees in California who worked at least one shift in excess of 3.5 hours, during the
24 four years immediately preceding the filing of this action through the present.
- 25 e. The Reimbursement Class consists of all Defendants' current and former non-exempt
26 employees in California who were who were subject to Defendants' reimbursement
27 policies/practices, during the four years immediately preceding the filing of this action
28 through the present.

1 f. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class,
2 Overtime Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of
3 Defendants' current and former non-exempt employees in California who were paid in
4 cash for work performed, who received a wage statement from Defendants during the one
5 year immediately preceding the filing of this action through the present.

6 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
7 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
8 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
9 greater than one hundred (100) individuals. The identity of such membership is readily ascertainable
10 via inspection of Defendants' employment records.

11 19. **Common Questions of Law and Fact Predominate/Well Defined Community of**
12 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
13 non-exempt employees, which predominate over questions affecting only individual members
14 including, without limitation to:

- 15 a. Whether Defendants paid all minimum wages owed for all hours worked to members of
16 the Minimum Wage Class pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2 and
17 1197;
 - 18 b. Whether Defendants violated the applicable Labor Code provisions, including, but not
19 limited to, §§ 226.2, 510 and 1194 by requiring members of the Overtime Class to
20 perform overtime work and not paying for said work in accordance with the overtime
21 laws of the State of California;
 - 22 c. Whether Defendants' timekeeping policies/practices resulted in the failure to properly
23 compensate members of the Minimum Wage Class and/or Overtime Class;
 - 24 d. Whether Defendants provided all legally compliant meal periods to members of the Meal
25 Period Class pursuant to Labor Code §§ 226.7 and 512;
 - 26 e. Whether Defendants authorized and permitted all lawful rest periods to members of the
27 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 28

- 1 f. Whether Defendants correctly paid meal and/or rest period premium payments for non-
2 compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;
3 g. Whether Defendants failed to reimburse members of the Reimbursement Class for all
4 necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and
5 h. Whether Defendants furnished legally compliant wage statements to members of the
6 Wage Statement Class pursuant to Labor Code § 226.

7 20. **Predominance of Common Questions:** Common questions of law and fact
8 predominate over questions that affect only individual members of the Classes. The common questions
9 of law set forth above are numerous and substantial and stem from Defendants' policies and/or
10 practices applicable to each individual class member, such as Defendants' uniform timeclock
11 policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As
12 such, common questions predominate over individual questions concerning each individual class
13 member's showing as to their eligibility for recovery or as to the amount of their damages.

14 21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff
15 was employed by Defendants as a non-exempt employee in California during the statute(s) of
16 limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff,
17 like the members of the Classes, was deprived of all minimum and overtime wages owed, was not
18 provided all required meal periods, was not authorized and permitted to take all required rest periods,
19 did not receive meal and rest period premium wages at her regular rate of pay for missed or non-
20 compliant meal and rest periods, was not reimbursed for all necessary business expenses, and was not
21 provided with accurate, itemized wage statements.

22 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
23 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
24 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
25 Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in the past and
26 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

27 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
28 important public interest in establishing minimum working conditions and standards in California.

1 These laws and labor standards protect the average working employee from exploitation by employers
2 who have the responsibility to follow the laws and who may seek to take advantage of superior
3 economic and bargaining power in setting onerous terms and conditions of employment. The nature
4 of this action and the format of laws available to Plaintiff and members of the Classes make the class
5 action format a particularly efficient and appropriate procedure to redress the violations alleged herein.
6 If each employee were required to file an individual lawsuit, Defendants would necessarily gain an
7 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
8 each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring
9 each member of the Classes to pursue an individual remedy would also discourage the assertion of
10 lawful claims by employees who would be disinclined to file an action against their former and/or
11 current employer for real and justifiable fear of retaliation and permanent damage to their careers at
12 subsequent employment. Further, the prosecution of separate actions by the individual class members,
13 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
14 with respect to the individual class members against Defendants herein; and which would establish
15 potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect
16 to individual class members which would, as a practical matter, be dispositive of the interest of the
17 other class members not parties to adjudications or which would substantially impair or impede the
18 ability of the class members to protect their interests. Further, the claims of the individual members of
19 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the
20 concomitant costs and expenses attending thereto. As such, the Classes identified herein are
21 maintainable as a Class under Code of Civil Procedure § 382.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL MINIMUM WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 25. Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right
27 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
28 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum

1 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees
2 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
3 accrued thereon.

4 26. At all relevant times herein, Defendants failed to conform their pay practices to the
5 requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all
6 hours worked including, but not limited to, all hours they were subject to the control of Defendants
7 and/or suffered or permitted to work under the California Labor Code and Wage Order 9.

8 27. California Labor Code § 1198 makes unlawful the employment of an employee under
9 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
10 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
11 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
12 due and interest thereon.

13 28. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
14 Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited
15 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover
16 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
17 violations of the California Labor Code and Wage Order 9.

18 29. The foregoing practices and policies are unlawful and create an entitlement to recovery
19 by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
20 minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties,
21 attorney's fees, and costs of suit according to California Labor Code §§ 204, 226.2, 558, 1194, 1197,
22 and 1198, Wage Order 9, and Code of Civil Procedure § 1021.5.

23 30. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
24 conduct described herein, have committed an "intentional theft of wages in an amount greater than
25 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
26 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
27 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
28 the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to

1 the Minimum Wage Class under the law. Thus, Plaintiff and members of the Minimum Wage Class
2 are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California
3 Penal Code § 496(c).

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

7 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
9 which provides that non-exempt employees are entitled to all overtime wages and compensation for
10 all overtime hours worked and provide a private right of action for the failure to pay all overtime
11 compensation for overtime work performed.

12 33. At all times relevant herein, Defendants were required to properly compensate non-
13 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
14 worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an
15 employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for
16 work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek.
17 Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of
18 the Overtime Class with one and one-half times their regular rate of pay for such hours.

19 34. The foregoing policies and practices are unlawful and create an entitlement to recovery
20 by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime
21 premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit
22 according to California Labor Code §§ 204, 210, 216, 226.2, 510, 1194, and 1198; and Code of Civil
23 Procedure § 1021.5.

24 35. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
25 conduct described herein, have committed an "intentional theft of wages in an amount greater than
26 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
27 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
28 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived

1 the Overtime Class of wages by unlawful means with the knowledge that the wages are due to the
2 Overtime Class under the law. Thus, Plaintiff and members of the Overtime Class are entitled to treble
3 damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

4 **THIRD CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
9 their affirmative obligation to provide all of their non-exempt employees in California, including
10 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance
11 with the mandates of the California Labor Code and Wage Order 9, § 11. Despite Defendants'
12 violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal
13 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,
14 210, 226.7, and 512.

15 38. As a result, Defendants are responsible for paying premium compensation for meal
16 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 9, including interest
17 thereon, statutory penalties, civil penalties, and costs of suit.

18 39. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
19 conduct described herein, have committed an "intentional theft of wages in an amount greater than
20 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
21 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
22 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
23 the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the
24 Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class are entitled to
25 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code §
26 496(c).

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 41. Wage Order 9, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees
6 to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or
7 major fraction thereof.

8 42. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of
9 the Rest Period Class to take all required rest periods.

10 43. The foregoing violations create an entitlement to recovery by Plaintiff and members of
11 the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including
12 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7
13 and 516, and Civil Code §§ 3287(b) and 3289.

14 44. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
15 conduct described herein, have committed an “intentional theft of wages in an amount greater than
16 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
17 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
18 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
19 the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the
20 Rest Period Class under the law. Thus, Plaintiff and members of the Rest Period Class are entitled to
21 treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code §
22 496(c).

23 **FIFTH CAUSE OF ACTION**

24 **WAGE STATEMENT VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and

1 members of the Wage Statement Class with accurate and complete, itemized wage statements that
2 included, among other requirements, all hours worked, total gross wages earned, all rates of pay and
3 corresponding number of hours worked, total net wages earned, and the correct name of the legal entity
4 that is the employer in violation of Labor Code §§ 226 *et seq.*

5 47. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with
6 accurate and complete, itemized wage statements resulted in actual injury, as said failures led to,
7 among other things, the non-payment of minimum and overtime wages and meal and rest period
8 premium wages owed, and deprived them of the information necessary to identify the discrepancies
9 in Defendants' reported data.

10 48. Defendants' failures create an entitlement to recovery by Plaintiff and members of the
11 Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§
12 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
13 according to California Labor Code §§ 226 *et seq.*

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES**
16 **(AGAINST ALL DEFENDANTS)**

17 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 50. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
19 states that "an employer shall indemnify his or her employees for all necessary expenditures or losses
20 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
21 obedience to the directions of the employer."

22 51. At all times relevant herein, Defendants were subject to Labor Code § 2804, which
23 states that "any contract or agreement, express or implied, made by any employee to waive the benefits
24 of this article or any part thereof, is null and void, and this article shall not deprive any employee or
25 his personal representative of any right or remedy to which he is entitled under the laws of this State."

26 52. As alleged herein, due to Defendants' unlawful reimbursement practices, Defendants
27 failed to indemnify Plaintiff and the members of the Reimbursement Class for all necessary business
28 expenses incurred, including, among other things, personal cell phone usage and personal tools and

1 equipment.

2 53. As a proximate result of Defendants' policies and/or practices in violation of Labor
3 Code §§ 2802, 2804, and Wage Order 9, Plaintiff and members of the Reimbursement Class are
4 entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown
5 according to proof at trial, pursuant to Labor Code § 2802.

6 **SEVENTH CAUSE OF ACTION**

7 **UNFAIR COMPETITION**

8 **(AGAINST ALL DEFENDANTS)**

9 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 55. Defendants have engaged and continue to engage in unfair and/or unlawful business
11 practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst
12 other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed; failing to
13 pay all required meal and rest period premium wages owed; failing to reimburse for all necessary
14 business expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage
15 statements.

16 56. Defendants' utilization of these unfair and/or unlawful business practices deprived
17 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally
18 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
19 Defendants' competitors who have been and/or are currently employing workers and attempting to do
20 so in honest compliance with applicable wage and hour laws.

21 57. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
22 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
23 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or
24 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

25 58. The acts complained of herein occurred within the last four years immediately
26 preceding the filing this action.

27 59. Plaintiff was compelled to retain the services of counsel to file this court action to
28 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of

1 Defendants' current non-exempt employees, and to enforce important rights affecting the public
2 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is
3 entitled to recover under Code of Civil Procedure § 1021.5.

4 **EIGHTH CAUSE OF ACTION**

5 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
6 **ATTORNEYS GENERAL ACT**
7 **(AGAINST ALL DEFENDANTS)**

8 60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 61. Defendants have committed several Labor Code violations against Plaintiff, members
10 of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning
11 of Labor Code §§ 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
12 representative action against Defendants to recover the civil penalties due to Plaintiff, the members of
13 the Classes, other aggrieved employees, and the State of California according to proof pursuant to
14 Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial
15 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
16 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
17 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
18 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
19 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
20 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
21 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
22 violation and \$200 for each subsequent violation per employee per pay period for those violations of
23 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
24 violations:

- 25 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage
26 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
27 1194.2, 1197, and 1198;

- b. Failing to pay all statutory sick pay to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 246 *et seq.*;
- c. Failing to pay all earned overtime compensation to Plaintiff, the Overtime Class, and other aggrieved employees in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- e. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages upon separation of employment, in violation of Labor Code §§ 201-203; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 558, 1174, and 1198.

62. On April 29, 2026, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code §§ 2698 *et seq.* with respect to the violations of the California Labor Code identified in this cause of action. Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted the administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

63. Based on the foregoing, Plaintiff seeks to represent himself and all aggrieved

1 employees, as defined by Labor Code § 2699(c).

2 64. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect his interests and the interests of other aggrieved employees, and to assess and collect the civil
4 penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is
5 entitled to receive under California Labor Code § 2699(g).

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
8 this suit is brought against Defendants, as follows:

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing Plaintiff as representative of the Classes;
- 11 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 12 4. For compensatory damages;
- 13 5. For such general, economic, and/or special damages;
- 14 6. For liquidated damages pursuant to Labor Code § 1194.2;
- 15 7. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code §
16 487m;
- 17 8. For statutory penalties to the extent permitted by law, including pursuant to the Labor
18 Code and Wage Order 9;
- 19 9. For civil penalties due to Plaintiff, other aggrieved employees, and the State of
20 California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not
21 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for
22 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
23 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
24 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
25 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
26 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
27 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
28 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period

1 for those violations of the Labor Code for which no civil penalty is specifically provided, based on the
2 Labor Code violations identified in the PAGA Cause of Action;

3 10. For public injunctive relief pursuant to Labor Code §§ 2698 *et seq.*;

4 11. For attorneys' fees, costs of suit, including expert fees, and interest pursuant to Labor
5 Code § 1194, Code of Civil Procedure § 1021.5, and Labor Code §§ 2698 *et seq.*;

6 12. For restitution to Plaintiff and Class Members of all money and property unlawfully
7 acquired by Defendants through unfair or unlawful business practices pursuant to Business and
8 Professions Code §§ 17200 *et seq.*;

9 13. For an order requiring Defendants to restore and disgorge all funds to each employee
10 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
11 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;

12 14. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
13 and Civil Code §§ 3287 and 3289;

14 15. A declaratory judgment that the practices complained of herein are unlawful under
15 California law; and

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

17
18 Dated: July 6, 2026

Respectfully submitted,

19 MANAHAN O'DELL LLP / HAINES LAW GROUP,
20 APC

21 By: Shaheen Anthony Etemadi
22 Shaheen Anthony Etemadi
23 Attorneys for Plaintiff
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Dated: July 6, 2026

MANAHAN O'DELL LLP / HAINES LAW GROUP,
APC

By: Shaheen Anthony Etemadi
Shaheen Anthony Etemadi
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