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Superior Court of California,
County of San Diego
7/2/2026 4:17:56 PM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

HERMOGENES SAN BUENA and MARIO
SIGALA, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

MITSUBISHI CHEMICAL CARBON FIBER
AND COMPOSITES, INC; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 26CU014248C

*Assigned for all purposes to:
Hon. Mark T. Cumba, Dept. C-65*

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;

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4. Failure to Permit Rest Periods;
5. Failure to Indemnify Necessary Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due During Employment and Upon Separation of Employment;
8. Unfair and Unlawful Business Practices; and
9. Private Attorneys General Act of 2004.

1 Plaintiffs Hermogenes San Buena and Mario Sigala (“Plaintiffs”), individually and on
2 behalf of all others similarly situated, alleges as follows:

3 INTRODUCTION

4 1. Plaintiffs bring this putative class and representative action against Defendants
5 Mitsubishi Chemical Carbon Fiber and Composites, Inc. and DOES 1 through 50, inclusive
6 (collectively, “Defendants”), on Plaintiffs’ own behalf and on behalf of a class of individuals who
7 are and were employed by Defendants as non-exempt or hourly-paid employees throughout
8 California during the statute of limitations period applicable to the claims pleaded here.

9 2. Plaintiffs allege that Defendants engaged in a pattern of wage and hour violations
10 under the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders, all of
11 which contribute to Defendants’ deliberate unfair competition.

12 3. Plaintiffs are informed and believe, and thereon allege, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

- 14 (a) failing to pay all minimum and overtime wages;
- 15 (b) failing to provide meal periods or pay meal period premiums;
- 16 (c) failing to authorize or permit rest periods or pay rest period premiums;
- 17 (d) failing to indemnify necessary business expenses;
- 18 (e) failing to provide accurate itemized wage statements; and
- 19 (f) failing to pay all wages due during employment and upon separation of
20 employment.

21 4. Plaintiffs seek monetary relief against Defendants on behalf of themselves and all
22 other similarly situated in California to recover, among other things, unpaid wages, statutory
23 penalties, benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor
24 Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
25 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2892, and Code of California Civil Procedure § 1021.5.

26 JURISDICTION AND VENUE

27 5. This is a class action brought pursuant to Code of Civil Procedure § 382.

28 6. The monetary damages, restitution, penalties, and other legal and equitable relief

sought by Plaintiffs exceed the minimal jurisdictional limits of this Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the California Constitution, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

9. Venue is proper in this court because Defendants maintain offices, have agents, employ individuals, and/or transact business in this county.

THE PARTIES

10. Plaintiff Hermogenes San Buena is a California resident and was employed by Defendants in Poway, California as a non-exempt mixer from approximately August 2022 to approximately September 2025.

11. Plaintiff Mario Sigala is a California resident that worked for Defendants in California from approximately January 2019 to August 2025.

12. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Diego County and have employees that were and are engaged to work throughout this county and the State of California. As such, and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

13. Plaintiffs are unaware of the true names or capacities of the Defendant sued herein under the fictitious names DOES 1 through 50 but will amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

1 14. Plaintiffs are informed and believe and thereon allege that each and all of the acts
2 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
3 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
4 other co-Defendants and within the course and scope of such agency, employment, joint venture,
5 or concerted activity with legal authority to act on the others' behalf.

6 15. Plaintiffs are informed and believe and thereon allege that during the relevant time
7 period, DOES 1 through 50 were the employers of Plaintiffs and the other members of the class
8 within the meaning of all applicable state laws and statutes. Plaintiffs are informed and believe and
9 thereon allege that DOES 1 through 50 directly or indirectly controlled or affected the working
10 conditions, working hours, and conditions of employment of Plaintiffs and the other members of
11 the class so as to make each Defendant an employer liable under the statutory provision set forth
12 herein.

13 16. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50 had
14 the authority to hire and terminate Plaintiffs and the other members of the class, to set work rules
15 and conditions governing Plaintiffs and the other members of the class's employment, and to
16 supervise their daily employment activities.

17 17. Plaintiffs are informed and believe and thereon allege that DOES 1 through 50
18 exercise sufficient authority over the terms and conditions of Plaintiffs' and the other members of
19 the class's employment for them to be joint employers of Plaintiffs and the other members of the
20 class.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiffs bring this action under Code of Civil Procedure § 382 on Plaintiffs' own
23 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code
24 Business and Professions Code, and IWC Wage Order Violations.

25 19. All claims alleged herein arise under California law for which Plaintiffs seek relief
26 authorized by California law.

27 20. Plaintiffs' proposed class consists of and is defined as follows:

28 All individuals currently or formerly employed by Defendants as

1 non-exempt or hourly-paid employees in the State of California at
2 any time between October 2, 2022 and the date of class certification
3 (“Class”).

4 21. Members of the Class described above will be collectively referred to as “Class
5 Members.”

6 22. Plaintiffs reserve the right to modify or re-define the Class, establish subclasses, or
7 modify or re-define any class definition as appropriate based on investigation, discovery, and
8 specific theories of liability.

9 23. There are common questions of law and fact as to the Class Members that
10 predominate over any questions affecting only individual members including, but not limited to
11 the following:

- 12 (a) Whether Defendants failed to pay Plaintiffs and Class Members all wages
13 (including minimum wages and overtime wages) for all hours worked by
14 Plaintiffs and Class Members.
- 15 (b) Whether Defendants failed to provide Plaintiffs and Class Members with 30-
16 minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- 17 (c) Whether Defendants failed to pay meal period premiums at the regular rate
18 of pay when Plaintiffs and Class Members were not provided with timely,
19 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked;
- 20 (d) Whether Defendants failed to permit Plaintiffs and Class Members to take
21 10-minute, uninterrupted, duty-free rest periods for every 4 hours worked or
22 major fraction thereof;
- 23 (e) Whether Defendants failed to pay rest period premiums at the regular rate of
24 pay when Plaintiffs and Class Members were not permitted to take 10-
25 minute, uninterrupted, duty-free rest periods for every 4 hours worked or
26 major fraction thereof;
- 27 (f) Whether Defendants failed to reimburse Plaintiffs and Class Members all
28 necessary business expenses;
- (g) Whether Defendants failed to provide Plaintiffs and Class Members accurate

1 itemized wage statements.

2 (h) Whether Defendants failed to pay wages timely to Plaintiffs and Class
3 Members during employment;

4 (i) Whether Defendants failed to pay Plaintiffs and Class Members all wages
5 timely upon termination of employment.

6 (j) Whether Defendants' conduct was willful, reckless, intentional, and/or
7 knowing; and

8 (k) Whether Defendants engaged in unfair business practices in violation of
9 Business and Professions Code §§ 17200, et seq.

10 24. There is a well-defined community of interest in this litigation and the proposed
11 Class and subclasses are readily ascertainable:

12 (a) Numerosity: The Class Members are so numerous that joinder of all
13 members is impractical. Although the members of the Class are unknown to
14 Plaintiffs at this time, on information and belief, the Class is estimated to be
15 greater than 200 individuals. The identities of the Class Members are readily
16 ascertainable by inspection of Defendants' employment and payroll records.

17 (b) Typicality: Plaintiffs' claims (or defenses, if any) are typical of the claims
18 (or defenses, if any) of the Class Members because Defendants' failure to
19 comply with the provisions of California's wage and hour laws entitled each
20 Class Member to similar pay, benefits, and other relief. The injuries
21 sustained by Plaintiffs are also typical of the injuries sustained by the Class
22 Members, because they arise out of and are caused by Defendants' common
23 course of conduct as alleged herein.

24 (c) Adequacy: Plaintiffs will fairly and adequately represent and protect the
25 interests of all Class Members because it is in Plaintiffs' best interest to
26 prosecute the claims alleged herein to obtain full compensation and penalties
27 due. Plaintiffs' attorneys, as proposed class counsel, are competent and
28 experienced in litigating large employment class actions and versed in the

1 rules governing class action discovery, certification, and settlement.
2 Plaintiffs have incurred and, throughout the duration of this action, will
3 continue to incur attorneys' fees and costs that have been and will be
4 necessarily expended for the prosecution of this action for the substantial
5 benefit of the Class Members.

6 (d) Superiority: The nature of this action makes use of class action adjudication
7 superior to other methods. A class action will achieve economies of time,
8 effort, and expense as compared with separate lawsuits and will avoid
9 inconsistent outcomes because the same issues can be adjudicated in the
10 same manner for the entire Class at the same time. If appropriate, this Court
11 can, and is empowered to, fashion methods to efficiently manage this case
12 as a class action.

13 **GENERAL ALLEGATIONS**

14 25. During the relevant time period, Defendants employed Plaintiffs and Class
15 Members as non-exempt or hourly-paid employees throughout California at Defendants'
16 California business location(s). During the statutory time period, Defendants classified Plaintiffs
17 as non-exempt employees. Plaintiffs were typically scheduled to work at least five days in a
18 workweek, and typically in excess of eight hours in a single workday.

19 26. During the relevant time period, Defendants knew that Plaintiffs and Class Members
20 were entitled to compensation for all hours worked. However, Defendants failed to pay Plaintiffs
21 and Class Members at least the minimum wage and overtime wage for all hours worked due to
22 Defendants' policy and practice of requiring Plaintiffs and Class Members to work off the clock,
23 including when they were clocked out during meal periods. Plaintiffs and Class Members were
24 sometimes required to wait in line in order to clock into work and when returning from meal breaks.
25 Also, Plaintiffs and Class Members were required to donn and doff while off the clock and to
26 undergo temperature screenings during certain time periods, off the clock, uncompensated. Further,
27 Plaintiffs and Class Members earned remuneration such as shift differentials and nondiscretionary
28 bonuses which Defendants failed to correctly incorporate in the regular rate of pay when Plaintiffs

1 and Class Members when calculating the rate for overtime, meal period premiums, and sick pay.
2 In addition, Defendants implemented an alternative workweek schedule but failed to comply with
3 all legal requirements necessary to adopt a valid alternative workweek schedule, resulting in failure
4 to pay Plaintiffs and Class Members all wages at the correct rate, including overtime. As a result,
5 Defendants failed to pay Plaintiffs and Class Members for all minimum and overtime wages in
6 violation of the Labor Code and applicable IWC Wage Order.

7 27. During the relevant time period, Defendants knew that Plaintiffs and Class Members
8 were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked
9 or payment of meal period premiums at their regular rate of pay in lieu thereof. However,
10 Defendants sometimes, but not always, required Plaintiffs and Class Members to work in excess
11 of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted,
12 duty-free meal period by the end of the fifth hour of work or, for longer shifts, the second meal
13 period by the end of the tenth hour of work, and failed to compensate them with meal period
14 premiums for noncompliant meal periods. Defendants also failed to adequately inform Plaintiffs
15 and Class Members of their right to take a compliant meal period. Accordingly, Defendants
16 maintained a meal period policy and practice that was in violation of the Labor Code and applicable
17 IWC Wage Order.

18 28. During the relevant time period, Defendants knew that Plaintiffs and Class Members
19 were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or major
20 fraction thereof or payment of rest period premiums at their regular rate of pay in lieu thereof.
21 However, Defendants sometimes failed to permit Plaintiffs and Class Members to take 10-minute,
22 uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof and failed
23 to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the Labor
24 Code and applicable IWC Wage Order. Defendants also did not adequately inform Plaintiffs and
25 Class Members of their right to take a rest period. Moreover, Defendants did not have adequate
26 policies or practices permitting or authorizing rest periods for Plaintiffs and Class Members, nor
27 did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants
28 also did not have adequate policies or practices to verify whether Plaintiffs and Class Members

1 were taking their required rest periods. Accordingly, Defendants' policy and practice was to not
2 authorize and permit Plaintiffs and the Class to take rest periods in compliance with California
3 law.

4 29. Throughout the statutory period, Defendants wrongfully required Plaintiffs and
5 Class Members to pay expenses that they incurred in direct discharge of their duties for
6 Defendants without reimbursement, such as the use of personal cellular telephones for work
7 purposes, the maintenance of uniforms, and the purchase of various items such as tools.

8 30. During the relevant time period, Defendants knew that Plaintiffs and Class Members
9 were entitled to itemized wage statements that accurately showed, *inter alia*, gross wages earned,
10 total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period
11 and the corresponding number of hours worked at each hourly rate. However, Defendants failed to
12 furnish Plaintiffs and Class Members with accurate, itemized wage statements containing all
13 information required under California Labor Code § 226(a). In addition, by failing to record and
14 pay for all time worked and by failing to provide compliant meal and rest periods or premiums in
15 lieu thereof, Defendants necessarily failed to provide accurate itemized wage statements in further
16 violation of the Labor Code. As a result of these violations of California Labor Code § 226(a),
17 Plaintiffs and Class Members suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum wages, overtime wages, meal period premium wages, and rest
20 period premium wages to which they were entitled, even though they were
21 entitled;
- 22 (b) the violations led them to believe that they had been paid the minimum,
23 overtime, meal period premium, and rest period premium wages, even
24 though they had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid minimum,
26 overtime, meal period premium, and rest period premium wages at the
27 correct California rate even though they were;
- 28

- 1 (d) the violations led them to believe they had been paid minimum, overtime,
2 meal period premium, and rest period premium wages at the correct
3 California rate even though they had not been;
- 4 (e) the violations hindered them from determining the amounts of minimum,
5 overtime, meal period premium, and rest period premium owed to them;
- 6 (f) in connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if the wage
10 statements contained the required accurate information;
- 11 (g) by understating the wages truly due them, the violations caused them to lose
12 entitlement and/or accrual of the full amount of Social Security, disability,
13 unemployment, and other governmental benefits; and
- 14 (h) the wage statements inaccurately understated the wages, hours, and wages
15 rates to which Plaintiffs and the Class were entitled, and Plaintiffs and the
16 Class were paid less than the wages and wage rates to which they were
17 entitled.

18 Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor Code §
19 226(e), including actual damages.

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21 31. During the relevant time period, Defendants knew that Plaintiffs and Class Members
22 were entitled to timely payment of wages due during employment and upon separation of
23 employment. In violation of the Labor Code, Plaintiff and Class Members did not receive payment
24 of all wages within the required time periods.

25 32. During the relevant time period, Defendants knew they had a duty to compensate
26 Plaintiffs and Class Members, and Defendants had the financial ability to pay such compensation
27 but willfully, knowingly, and/or intentionally failed to do so in order to increase Defendants'
28 profits.

33. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiffs' own behalf and on behalf of all Class Members to recover, among other things, unpaid wages (including minimum and overtime wages), unpaid meal period premium payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §§ 3, 4, and 5)

34. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

35. During the relevant time period, Defendants were required to compensate Plaintiffs and Class Members for all hours worked pursuant to Labor Code §§ 200, *et seq.*, 1182.12, 1194, 1194.2, and 1197, and the applicable IWC Wage Order.

36. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

37. In violation of the Labor Code, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked, including work performed in workweeks in which they did not qualify for any overtime compensation. By failing to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code and the applicable IWC Wage Order, which require such compensation to non-exempt employees. Accordingly, Plaintiffs and Class Members are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

38. Further, by failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs and Class Members.

39. As a direct and proximate result of Defendants' failure to pay Plaintiffs and Class Members the required wages, Plaintiff and Class Members are entitled to recover the unpaid minimum wages, as well as interest, costs, and attorneys' fees pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

40. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Violation of Labor Code §§ 510, 1194, and 1198)

41. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

42. Labor Code § 510 provides that employees must be paid overtime compensation at 1 ½ times their regular rate of pay for hours worked in excess of 8 hours in a day, 40 hours in a week, and for the first 8 hours worked on the 7th day of work.

43. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ individuals without compensating them at a rate of pay either 1 ½ times or 2 times the individual's regular rate of pay, depending on the number of hours worked by the individual on a daily or weekly basis.

44. Pursuant to Labor Code §§ 510 and 1194, Defendants were required to compensate Plaintiffs and Class Members for all overtime hours worked, calculated at 1 ½ times their regular rate of pay for all hours worked in excess of 8 hours per workday, 40 hours per workweek, and for the first 8 hours on the 7th consecutive workday, and 2 times their regular rate of pay for all hours after 12 in a workday and for all hours over 8 worked on the 7th day of any workweek.

1 45. At all times relevant hereto, Plaintiffs and Class Members have worked more than
2 eight hours in a workday, as employees of Defendants.

3 46. At all times relevant hereto, Defendants failed to pay Plaintiff and Class Members
4 for all overtime or double time compensation for the hours they have worked in excess of the
5 maximum hours permissible by law as required by California Labor Code § 510 and 1198.

6 47. Further, by failing to keep adequate time records required by Labor Code §
7 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation
8 due to Plaintiffs and Class Members.

9 48. By virtue of Defendants' unlawful failure to pay additional premium rate
10 compensation to Plaintiffs and Class Members for their overtime hours worked, Plaintiffs and
11 Class Members have suffered, and will continue to suffer, damages in amounts which are
12 presently unknown to them but which exceed the jurisdictional minimum of this Court and which
13 will be ascertained according to proof at trial.

14 49. Pursuant to California Labor Code § 1194(a), Plaintiffs and Class Members are
15 entitled to recovery of overtime compensation according to proof, interest, attorneys' fees and
16 costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided
17 by the California Labor Code and/or other statutes.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 (Violation of Labor Code §§ 226.7 & 512; Violation of IWC Wage Order § 11)

21 50. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
22 though fully set forth herein.

23 51. Labor Code § 226.7 prohibits employers from requiring an employee to work during
24 any meal period mandated by the IWC Wage Orders.

25 52. Section 11 of the applicable IWC Wage Order provides, "[n]o employer shall
26 employ any person for a work period of more than five (5) hours without a meal period of not less
27 than 30 minutes, except that when a work period of not more than six (6) hours will complete the
28 day's work the meal period may be waived by mutual consent of the employer and the employee."

1 53. Labor Code § 512(a) provides that an employer may not require, cause, or permit
2 an employee to work for a period of more than 5 hours per day without providing the employee
3 with an uninterrupted meal period of not less than 30 minutes, except that if the total work period
4 per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent
5 of both the employer and the employee.

6 54. Labor Code § 512(a) also provides that an employer may not employ an employee
7 for a work period of more 10 hours per day without providing the employee with a second meal
8 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,
9 the second meal period may be waived by mutual consent of the employer and the employee only
10 if the first meal period was not waived.

11 55. During the relevant time period, Plaintiffs and Class Members, at times, did not
12 receive compliant meal periods for every 5 hours worked because their meal periods were missed,
13 late, short, interrupted, and/or they were not permitted to take a second meal period.

14 56. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
15 an employer to pay an employee an additional hour of pay at the employee's regular rate of pay for
16 each workday that a compliant meal period is not provided.

17 57. During the relevant time period, Defendants failed to pay Plaintiffs and Class
18 Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code
19 § 226.7(b) and section 11 of the applicable IWC Wage Order.

20 58. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional
21 hour of pay for each day a compliant meal period was not provided, Plaintiffs and Class Members
22 suffered and continue to suffer a loss of wages and compensation.

23 59. Under California law, Plaintiff and Class Members are entitled to be paid one hour
24 of additional wages for each workday he or she was not provided with all required meal
25 period(s), plus interest thereon.

26 **FOURTH CAUSE OF ACTION**

27 **FAILURE TO PERMIT REST PERIODS**

28 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

60. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

61. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

62. Section 12 of the applicable IWC Wage Order states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major fraction thereof[,]” unless the total time worked is less than 3 ½ hours.

63. During the relevant time period, Plaintiffs and Class Members, at times, did not receive a 10-minute rest period for every 4 hours or major fraction thereof worked because they were required to work through their rest periods and/or were not authorized to take their rest periods.

64. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee an additional hour of pay at the employee's regular rate of compensation for each day that a compliant rest period is not provided.

65. During the relevant time period, Defendants failed to pay Plaintiffs and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

66. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiffs and Class Members suffered and continue to suffer a loss of wages and compensation.

67. Under California law, Plaintiffs and Class Members are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(Violation of Labor Code § 2802)

68. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

69. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify Plaintiffs and Class Members for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

70. As a result, Plaintiffs and Class Members were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

71. Plaintiffs and the Class they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

72. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

73. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

74. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs and Class

Members. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked at each hourly rate by Plaintiffs and Class Members.

75. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), Plaintiffs and Class Members have suffered injury and damage to their statutory rights. Plaintiffs and Class Members are deemed to suffer an injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a). Plaintiffs and Class Members were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition, because Defendants failed to provide accurate rates of pay on wage statements, Defendants prevented Plaintiffs and Class Members from determining if all hours worked were paid at the appropriate rate and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiffs' ability to demand and recover underpayment of wages from Defendants.

76. Plaintiffs and Class Members are entitled to recover from Defendants the greater of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or \$50.00 for the initial pay period in which a violation occurred and \$100.00 per employee for each violation in subsequent pay periods in an amount not exceeding \$4,000.00 per employee, plus attorneys' fees and costs.

77. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and Class Members from knowing, understanding, and disputing the wages paid to them and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiffs and Class Members have suffered an injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE DURING EMPLOYMENT AND UPON

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78. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

80. Labor Code § 203 provides that if an employer willfully fails to pay wages in accordance with Labor Code §§ 201 and 202 to any employee who is discharged or quit, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but not for more than 30 days.

82. During the relevant time period, Defendants failed to timely pay Plaintiffs and Class Members wages earned during the pay period within the required time limits.

84. Defendants' failure to pay Plaintiffs and Class Members all their earned wages within the required time limits during employment and at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201, 202, and 204.

1 85. Plaintiffs and other Class Members are entitled to recover from Defendants the
2 statutory penalties set forth in Labor Code §§ 203 and 210.

3 **EIGHTH CAUSE OF ACTION**

4 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

5 (Violation of Business and Professions Code §§ 17200, *et seq.*)

6 86. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
7 though fully set forth herein.

8 87. California Business and Professions Code §§ 17200, *et seq.* prohibits acts of unfair
9 competition, which includes any “unlawful, unfair, or fraudulent business act or practice . . .”

10 88. A violation of California Business and Professions Code §§ 17200, *et seq.* may be
11 predicated on a violation of any state or federal law. Defendants’ policies and practices violated
12 California law, causing Plaintiffs and Class Members to suffer and continue to suffer injuries-in-
13 fact.

14 89. Labor Code § 248.5 provides that any person enforcing Labor Code § 246 on behalf
15 of the public shall, upon prevailing, be entitled to equitable, injunctive, or restitutionary relief, and
16 reasonable attorneys’ fees and costs.

17 90. Defendants’ policies and practices violated state law by failing to pay sick pay to
18 Plaintiffs and Class Members in violation of Labor Code § 246.

19 91. Defendants’ policies and practices violated state law in at least the following
20 respects:

- 21 (a) Failing to pay minimum, overtime, and sick wages to Plaintiffs and Class
22 Members in violation of Labor Code §§ 246, 510, 1194, 1194.2, 1197, and
23 1198;
- 24 (b) Failing to maintain accurate records of all hours Plaintiffs and Class
25 Members worked in accordance with California Labor Code § 1174.5 and
26 the IWC Wage Order;
- 27 (c) Failing to provide compliant meal periods without paying Plaintiffs and
28 Class Members meal period premiums for each day that lawful meal periods

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98. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

100. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35% to the aggrieved employees.

102. Defendants' conduct, as alleged herein, violates numerous Labor Code sections, including the following:

- (a) Failing to pay minimum, sick, and overtime wages to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198;
- (b) Failing to provide compliant meal periods without paying Plaintiffs and other aggrieved employees meal period premiums for each day that lawful meal periods were not provided in violation of Labor Code §§ 226.7 and

512;

- (c) Failing to authorize and permit compliant rest breaks without paying Plaintiffs and other aggrieved employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;
- (d) Failing to indemnify Plaintiffs and other aggrieved employees all necessary business expenses they incurred in direct discharge of their duties for Defendants;
- (e) Failing to include the unused and available sick pay in wage statements in violation of Labor Code § 246;
- (f) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;
- (g) Failing to timely pay all wages due during Plaintiff's and other aggrieved employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210; and
- (h) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

103. Plaintiffs personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to Plaintiffs' Private Attorneys General Act of 2004 ("PAGA") notice.

104. Plaintiffs have exhausted the administrative requirements provided in Labor Code § 2699.3 and are therefore able to pursue a claim for penalties on Plaintiffs' own behalf and on behalf of all other aggrieved employees under PAGA.

105. Plaintiffs are entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

106. Plaintiffs are entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(k)(1).

1 **PRAYER FOR RELIEF**

2 On Plaintiffs' own behalf and on behalf of all others similarly situated, Plaintiffs pray for
3 relief and judgment against Defendants, jointly and severally, as follows:

4 1. For certification under California Code of Civil Procedure § 382 of the proposed
5 Class;

6 2. For appointment of Plaintiffs as class representatives;

7 3. For appointment of Abramson Labor Group and Moon Law Group, PC as class
8 counsel;

9 4. For compensatory damages in an amount according to proof at trial;

10 5. For an award of damages in the amount of unpaid compensation including, but not
11 limited to, unpaid wages, benefits, and penalties;

12 6. For economic and/or special damages in an amount according to proof at trial;

13 7. For liquidated damages pursuant to § 1194.2;

14 8. For civil penalties pursuant to PAGA;

15 9. For statutory penalties to the extent permitted by law, including those pursuant to
16 the Labor Code and IWC Wage Orders;

17 10. For injunctive relief as provided by the California Labor Code and California
18 Business and Professions Code §§ 17200, *et seq.*;

19 11. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

20 12. For an order requiring Defendants to restore and disgorge all funds to each employee
21 acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent
22 and, thereof, constituting unfair competition under Business and Professions Code §§ 17200, *et*
23 *seq.*;

24 13. For pre-judgment interest;

25 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
26 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 210, 218.5,
27 226(e), 248.5, 1194, and 2699(k)(1); and

28 15. For such other relief as the Court deems just and proper.

Dated: June 30, 2026

ABRAMSON LABOR GROUP

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