

Tyler J. Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
Cheryl A. Kenner (SBN 305758)
cheryl.kenner@wilshirelawfirm.com
Tanner F. Hosfield (SBN 345818)
tanner.hosfield@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs JOSE GUTIERREZ
TRUJILLO and FREDI NEFTALI OCHOA-
MERIDA, individually, and on behalf of all
others similarly situated and aggrieved

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

JOSE GUTIERREZ TRUJILLO and FREDI
NEFTALI OCHOA-MERIDA, individually,
and on behalf of all others similarly situated,
and on behalf of the State of California and
other aggrieved persons,

Plaintiffs,

v.

OXNARD MARKET CORP dba LA PLAZA
MEAT MARKET, a California Corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2026CUOE068977

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7);
5. Failure to Timely Pay Wages Owed Every Pay Period During Employment (Lab. Code § 204);
6. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
7. Failure to Reimburse Employees for Necessary, Business-Related Expenses (Lab. Code § 2802);
8. Failure to Furnish Timely, Accurate Itemized Wage Statements (Lab. Code § 226);
9. Failure to Keep and Maintain Required Records (Lab. Code §§ 226, 1174); and
10. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).
11. Civil Penalties Under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

DEMAND FOR JURY TRIAL

1 **CLASS AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiffs JOSE GUTIERREZ TRUJILLO (“Plaintiff Trujillo”) and FREDI NEFTALI
3 OCHOA-MERIDA (“Plaintiff Ochoa-Merida,”), collectively, “Plaintiffs,” on behalf of
4 themselves and all others similarly situated and aggrieved, by and through their attorneys,
5 Wilshire Law Firm, hereby file this First Amended Class and Representative (Private Attorneys
6 General Act of 2004) Action Complaint against Defendant OXNARD MARKET CORP doing
7 business as LA PLAZA MEAT MARKET, a California Corporation; and DOES 1 through 10,
8 inclusive, (collectively, “Defendants”), and state as follows:

9 **INTRODUCTION & PRELIMINARY STATEMENT**

10 1. Plaintiffs bring this action against Defendants for California Labor Code violations
11 and unfair, unlawful, and/or fraudulent business practices stemming from Defendants’ failure to
12 pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide legally
13 compliant meal periods, failure to authorize and permit legally compliant rest breaks; failure to
14 timely pay wages owed every pay period during employment; failure to timely pay all wages owed
15 upon separation of employment; failure to reimburse all necessary, business-related expenses;
16 failure to furnish timely, accurate itemized wage statements; failure to keep and maintain required
17 records; and for unfair, unlawful, and/or fraudulent business practices.

18 2. Plaintiffs bring the First through Tenth Causes of Action, individually, and on behalf
19 of a Class of certain current and former employees of Defendants (collectively, the “Class” or
20 “Class Members,” defined more fully below). The Class consists of all hourly-paid or non-exempt
21 employees in California who have been employed by any Defendant during the statute of
22 limitations period applicable to the claims pleaded herein.

23 3. Plaintiff Trujillo brings the Eleventh Cause of Action as a representative action
24 under California’s Private Attorneys General Act of 2004 (“PAGA”) to recover civil penalties from
25 Defendants on behalf of himself, the State of California, and past and present hourly-paid and non-
26 exempt employees who work/worked for Defendants in the State of California during the statute
27 of limitations period for his PAGA claim (“Aggrieved Employees”).
28

1 4. Defendants own and operate a business within the State of California, including in
2 Ventura County. As such and based upon all the facts and circumstances incident to Defendants’
3 business in California, Defendants are subject to the California Labor Code, Wage Orders issued
4 by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

5 5. Despite these requirements, throughout the statutory period, Defendants have:

- 6 (a) Failed to pay Class Members for all hours worked, including all minimum,
7 straight-time, and overtime wages, in compliance with the California Labor
8 Code and IWC Wage Orders;
- 9 (b) Failed to provide Class Members timely, full-length, duty-free,
10 uninterrupted meal periods in compliance with the California Labor Code
11 and IWC Wage Orders, and failed to pay an additional hour of pay at the
12 regular rate for each workday with a meal period violation;
- 13 (c) Failed to authorize and permit Class Members to take timely, duty-free, full-
14 length rest breaks in compliance with the California Labor Code and IWC
15 Wage Orders, and failed to pay an additional hour of pay at the regular rate
16 for each workday with a rest break violation;
- 17 (d) Failed to Class Members for all necessary, business-related expenditures
18 incurred in carrying out their duties of employment, as required by the
19 California Labor Code and IWC Wage Orders;
- 20 (e) Failed to provide Class Members with timely, accurate itemized wage
21 statements containing all information, reported accurately, as required by the
22 California Labor Code and IWC Wage Orders;
- 23 (f) Failed to keep and maintain accurate records of all hours worked, including
24 all meal periods, whether taken, taken but short, or missed; and
- 25 (g) Willfully failed to pay Class Members all outstanding minimum wages,
26 straight-time wages, overtime wages, meal period premium wages, and/or
27 rest break premium wages due to each separating Class Member at the time
28

of separation from Defendants, within the applicable time period set forth under the California Labor Code.

6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each of the foregoing paragraphs as employers of Plaintiffs and Class Members. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat superior*.

THE PARTIES

A. Plaintiff

8. Plaintiff Trujillo is a California resident who worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee in the position of Meat Packer from approximately October 2025 through April 2026. Plaintiff Trujillo's job responsibilities included cutting meat and making sure the display window remained adequately stocked.

9. Plaintiff Ochoa-Merida is a California resident who has worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee in the position of Meat Packer since approximately September 2018 through the present. Plaintiff Ochoa-Merida's job responsibilities included cutting meat, preparing chicken, and making sure the display window remained adequately stocked.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

11. Plaintiffs allege, on information and belief, that Defendants are, and at all times relevant herein, were:

- 1 (a) Business entities operating at least three combination retail grocery stores
2 with casual Mexican food restaurants in California, concentrated in Ventura
3 County (Panorama City, Fillmore, and Oxnard). The restaurants offer dine-
4 in, order-ahead online, and to-go options, and the grocery stores sell a variety
5 of produce, meats both pre-cut and custom-cut-to-order, and other grocery
6 items, especially Hispanic-oriented ethnic goods;¹
- 7 (b) Business entities qualified to do business and actually conducting business
8 in numerous counties throughout the State of California, including in
9 Ventura County; and,
- 10 (c) The current and/or former employer of Plaintiffs and Class Members
11 because Defendants engaged Plaintiffs and the Class to work; and/or
12 suffered and permitted Plaintiffs and the Class to work, and/or controlled or
13 had the power and authority to control the Class's wages, hours, or working
14 conditions.

15 12. At all relevant times, Defendants were and are legally responsible for all of the
16 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
17 foregoing paragraphs as employer of Plaintiffs and the Class. Further, Defendants are responsible
18 for each of the unlawful acts or omissions complained of herein under the doctrine of *respondeat*
19 *superior*.

20 13. Plaintiffs do not know the true names or capacities of the persons or entities sued
21 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
22 of the Doe Defendants are in some manner legally responsible for the damages suffered by
23 Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set forth the true
24 names and capacities of these Defendants when they have been ascertained, together with
25 appropriate charging allegations, as may be necessary.

26 14. At all times mentioned herein, the defendants named as Does 1-10, inclusive, and
27 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
28

¹ <https://www.laplazafillmore.com/> (last accessed July 17, 2026).

1 injured a significant number of the Plaintiffs and the Class in the State of California.

2 15. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each
3 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and Class
4 Members defined in the class definition below, and exercised control over Plaintiffs and Class
5 Members' wages, hours, and working conditions. Plaintiffs are informed and believe and thereon
6 allege that, at all relevant times, each defendant was the principal, agent, partner, joint venturer,
7 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
8 interest and/or predecessor in interest of some or all of the other defendants, and was engaged with
9 some or all of the other defendants in a joint enterprise for profit, and bore such other relationships
10 to some or all of the other defendants so as to be liable for their conduct with respect to the matters
11 alleged below. Plaintiffs are informed and believe and thereon allege that each defendant acted
12 pursuant to and within the scope of the relationships alleged above, that each defendant knew or
13 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
14 abetted the conduct of all other defendants.

15 **JURISDICTION AND VENUE**

16 16. This Court has jurisdiction over this matter because Plaintiffs bring this First
17 Amended Complaint for various violations of the Labor Code and California Industrial Welfare
18 Commission ("IWC") orders, Defendants are business entities operating in California, and
19 Plaintiffs are California residents.

20 17. This class action is brought pursuant to California Code of Civil Procedure section
21 382. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal
22 jurisdiction limits of the Superior Court and will be established according to proof at trial. This
23 Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section
24 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.
25 Plaintiffs' share of damages, penalties, and other relief sought in this action do not exceed \$75,000.

26 18. Venue is proper in this judicial district because Defendants maintain offices, have
27 agents, and/or transact business in the County of Ventura, California.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. Plaintiff Trujillo worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee from approximately October 2025 through April 2026 as a Meat Packer. Plaintiff Trujillo's job responsibilities included cutting meat and making sure the display window remained adequately stocked. Defendants typically scheduled Plaintiff Trujillo to work seven days in a workweek and at least eight hours in a workday, but Plaintiff Trujillo often worked over eight hours in a workday and over 40 hours per workweek.

20. Plaintiff Ochoa-Merida has worked for Defendants in Ventura County, California as an hourly-paid, non-exempt employee from approximately September 2018 through the present as a Meat Packer. Plaintiff Ochoa-Merida's job responsibilities include cutting meat, prepping chicken, and making sure the display window remains adequately stocked. Defendants typically schedule Plaintiff Ochoa-Merida to work six or seven days in a workweek and at least eight hours in a workday, but Plaintiff Ochoa-Merida often works over eight hours in a workday and over 40 hours per workweek.

21. Plaintiffs bring this action against Defendants for Labor Code violations and unfair, unlawful, and/or fraudulent business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight-time, and overtime wages); failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay all wages owed every pay period during employment; failure to timely pay all wages upon separation of employment; failure to reimburse employees for necessary, business-related expenses; failure to furnish timely, accurate wage statements; failure to keep and maintain required records; and for unfair, unlawful, and/or fraudulent business practices. As discussed below, Plaintiffs' experiences working for Defendants was typical and illustrative of the class.

22. Plaintiffs bring these causes of action individually and on behalf of certain current and former employees of Defendants (collectively, the "Class" or "Class Members," defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by Defendant in California as hourly-paid or non-exempt employees during the statute of limitations period applicable to the claims pleaded here.

23. Defendants own/owned and operate/operated a business within the State of California, including in Ventura County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

24. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiffs and Class Members and instead maintained a systematic, company-wide policy and practice of committing Labor Code violations on a regular basis, including but not limited to:

(a) Failing to pay Plaintiffs and Class Members for all hours worked, including minimum, straight time, and overtime wages. For example, Defendants:

- i. failed to pay Plaintiffs and Class Members for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or
- ii. required Plaintiffs and Class Members to continue working during off-the-clock, unpaid meal periods; and/or
- iii. failed to compensate Plaintiffs and Class Members with meal period premiums and rest break premiums for noncompliant meal periods and rest breaks; and/or
- iv. failed to maintain accurate records of the hours worked.

(b) Failing to provide Plaintiffs and Class Members with timely, uninterrupted, duty-free meal periods. For example, Defendants:

- i. required Plaintiffs and Class Members to work in excess of five consecutive hours a workday without providing a timely 30-minute meal period; and/or
- ii. required Plaintiffs and Class Members to work in excess of five consecutive hours a workday without providing an uninterrupted, off-duty 30-minute meal period; and/or
- iii. required Plaintiffs and Class Members to work in excess of five

- consecutive hours a workday without providing a full-length 30-minute meal period; and/or
- iv. failed to compensate Plaintiffs and Class Members with meal period premiums for noncompliant meal periods; and/or
- v. failed to maintain accurate records of all meal periods taken or missed by Plaintiffs and Class Members.
- (c) Failing to authorize and permit Plaintiffs and Class Members to take full-length, duty-free 10-minute rest breaks. For example, Defendants:
- i. required Plaintiffs and Class Members to work in excess of four consecutive hours a workday without authorizing and permitting Plaintiffs and Class Members to take a 10-minute, uninterrupted, duty-free rest break for every four hours of work (or major fraction of four hours); and/or
- ii. failed to compensate Plaintiffs and Class Members with rest-break premiums for noncompliant rest breaks; and/or
- iii. continued to assert control over Plaintiffs and Class Members by requiring, pressuring, or encouraging Plaintiffs and Class Members to perform work tasks for Defendants' benefit instead of authorizing and permitting Plaintiffs and Class Members to take compliant full-length, off-duty rest breaks.
- (d) Failing to timely pay all wages owed each pay period during Plaintiffs and Class Members' employment.
- (e) Failing to timely pay Plaintiff Trujillo and other similarly situated Class Members all wages owed upon separation of employment, including, but not limited to minimum wages, straight-time wages, overtime wages, meal period premium wages, rest break premium wages, and accrued paid time off.
- (f) Failing to reimburse Plaintiffs and Class Members for all necessary,

business-related expenses Class Members incurred within the scope of their employment. For instance, Defendants:

- i. required Plaintiffs and Class Members to provide and use their own personal property to carry out their job duties, while also failing to provide Plaintiffs and Class Members with employer-provided options to accomplish those same tasks; and
 - ii. failed to reimburse Plaintiffs and Class Members for providing and using Plaintiffs' and Class Members' own personal property.
- (g) Failing to provide Plaintiffs and Class Members with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal name of the employing entity and the entity's address; meal period/rest break premiums owed; the correct total number of straight-time hours worked; the correct number of overtime hours worked; the correct rates of pay for each category of hours worked (e.g., straight-time rates, overtime rates); the correct calculation of the regular rate of pay for overtime hours worked; and the correct gross pay and the correct net pay, both for the pay period and year to date.
- (h) Failing to maintain required records, including timekeeping and payroll records. For example, Defendants:
- i. failed to keep and maintain records of the correct total hours Plaintiffs and Class Members worked each workday; and/or
 - ii. failed to keep and maintain records of Plaintiff's and Class Members' correct meal period premiums owed and rest break premiums owed; and/or
 - iii. failed to keep and maintain records of Plaintiff's and Class Members' correct overtime hours, rates, and overtime wages owed during employment; and/or
 - iv. failed to keep and maintain records of Plaintiff's and Class Members'

correct total gross and net pay owed each pay period and paid year to date.

25. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

26. As a result of these violations of Labor Code section 226(a), Plaintiffs and Class Members suffered injury because, among other things:

- (a) the violations led Plaintiffs and Class Members to believe that they were not entitled to be paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages, even though they were entitled;
- (b) the violations led Plaintiffs and Class Members to believe that they had been paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages, even though they had not been;
- (c) the violations led Plaintiffs and Class Members to believe they were not entitled to be paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages at the correct California rate, even though they were entitled;
- (d) the violations led Plaintiffs and Class Members to believe they had been paid minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages at the correct California rate, even though they had not been;
- (e) the violations hindered Plaintiffs and Class Members from determining the amounts of minimum, straight-time, and overtime wages, meal period premium wages, and rest break premium wages owed to them;
- (f) in connection with Plaintiffs' and Class Members' employment before and during this action, and in connection with prosecuting this action, the

violations required Plaintiffs and Class Members to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to Plaintiffs and Class Members, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

(h) the wage statements inaccurately understated the hours, wage rates, and wages to which Plaintiffs and Class Members were entitled, and Plaintiffs and Class Members were paid less than the wages and wage rates to which they were entitled.

27. Thus, Plaintiffs and Class Members are owed the amounts provided for in Labor Code section 226(e) and injunctive relief under Labor Code section 226(h).

CLASS ACTION ALLEGATIONS

28. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure section 382.

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

30. The proposed² Class consists of and is defined as:

All current and former hourly-paid or non-exempt employees who work or worked in California for any Defendant at any time during the period beginning four years before the filing of the initial complaint through the first day of trial.

31. At all material times, Plaintiffs are members of the Class.

32. Plaintiffs undertook this concerted activity to improve the wages and working

² Plaintiffs reserve the right under California Rules of Court, Rule 3.765, to amend or modify the Class definition with greater particularity or further division into subclasses or limitation to particular issues.

conditions of all Class Members.

33. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims are typical of all Class Members' claims, as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, proposed Class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- (d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy

1 already commenced by or against members of the Class;

2 3) The desirability or undesirability of concentrating the litigation of the
3 claims in the particular forum; and

4 4) The difficulties likely to be encountered in managing a class action.

5 34. Public Policy Considerations: The public policy of the State of California is to
6 resolve the Labor Code claims of many employees through a class action. Indeed, current
7 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former
8 employees are also fearful of bringing actions because they believe their former employers might
9 damage their future endeavors through negative references and/or other means. Class actions
10 provide the Class Members not named in the complaint with a type of anonymity that allows for
11 both their rights to be vindicated and their privacy protected.

12 35. There are common questions of law and fact as to the Class (and each subclass, if
13 any) that predominate over questions affecting only individual members, including without
14 limitation, whether, as alleged herein, Defendants have:

- 15 (a) Failed to pay Class Members for all hours worked, including minimum,
16 straight time, and overtime wages;
- 17 (b) Failed to provide Class Members meal periods or else pay meal period
18 premium wages;
- 19 (c) Failed to authorize and permit Class Members to take rest breaks or else pay
20 rest break premium wages;
- 21 (d) Failed to timely pay all wages owed each pay period during Class Members'
22 employment;
- 23 (e) Failed to provide Class Members with timely final wages upon separation of
24 employment;
- 25 (f) Failed to reimburse Class Members for all necessary, business-related
26 expenses;
- 27 (g) Failed to provide Class Members with timely, accurate itemized wage
28 statements;

- (h) Failed to keep and maintain required records; and
- (i) Violated California Business & Professions Code sections 17200, *et. seq.* as a result of their unfair, unlawful, and/or fraudulent conduct described herein.

36. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure section 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a well-defined community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate Class Members for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Multiple adjudications brought by individual Class Members, which would, as a practical matter, be dispositive of the interests of other non-party Class Members to those adjudications, or would substantially impair or impede their ability to protect their interests,

including but not limited to the potential that funds available from Defendants would be exhausted by those multiple adjudications; and (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

37. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay All Minimum and Straight-Time Wages for All Hours Worked in

Violation of Cal. Lab. Code §§ 510, 1194, 1194.2, and 1197

(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees

Against All Defendants)

38. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all preceding paragraphs.

39. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

40. At all relevant times herein mentioned, Defendants knowingly failed to compensate Plaintiffs and the Class for all hours worked. For example, Plaintiffs were required to perform work off-the-clock, without compensation, including beginning normal job duties such as cutting meat prior to the scheduled start time and cleaning workstations after clocking out.

41. Defendants also required Plaintiffs to perform work during meal periods.

42. Furthermore, Defendants systematically and fraudulently edited Plaintiffs' time

1 records to reduce the total number of hours reported to California State and federal tax authorities
2 to (1) avoid remitting the employer-side payroll taxes to California State and federal taxing
3 authorities, (2) to avoid providing benefits to Plaintiffs and Class Members by misclassifying them
4 as part-time instead of full-time employees, and (3) most importantly for this cause of action, to
5 avoid paying Plaintiffs and Class Members all overtime hours worked at the correct overtime rate
6 and similarly, to avoid paying Plaintiffs and Class Members for all hours worked. Defendants paid
7 some portion of these “hidden,” unreported hours to Plaintiffs and Class Members in cash but did
8 not report or remit any of those cash payments to the required California State and federal tax
9 authorities. Moreover, because the hours reported that Defendants paid via check were reduced,
10 those hours reported did not amount to overtime hours, even though at least some of those hours
11 would have been required to be paid as overtime. Upon information and belief, the portion of wages
12 Defendants paid in cash to Plaintiffs and Class Members were all paid at Plaintiffs’ and Class
13 Members’ respective straight-time rates. By their failure to pay all wages for all hours worked as
14 alleged above, Defendants willfully violated the provisions of Labor Code section 1194 and any
15 additional applicable Wage Orders that require such compensation to non-exempt employees.

16 43. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight-
17 time wages for all non-overtime hours worked for Defendants.

18 44. By and through the conduct described above, Plaintiffs and the Class have been
19 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

20 45. By virtue of the Defendants’ failure to compensate Plaintiffs and Class Members
21 for all straight-time hours worked, Plaintiffs and Class Members suffered, and will continue to
22 suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which
23 will be ascertained according to proof at trial.

24 46. By failing to keep adequate time records required by Labor Code section 1174(d),
25 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
26 Plaintiffs and the Class.

27 47. Pursuant to Labor Code section 1194.2, Plaintiffs and the Class are entitled to
28 recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

1 48. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and
2 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code
3 sections 218.5, 218.6, and 1194(a).

4 **SECOND CAUSE OF ACTION**

5 **Failure to Pay All Overtime Wages**

6 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 7-2001, § 3**
7 **(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees**
8 **Against All Defendants)**

9 49. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all
10 preceding paragraphs.

11 50. California Labor Code sections 510, 1194, and 1198 require employers to pay at
12 least minimum wage for all hours worked, pay overtime wages payable at the rate of at least 1.5
13 times the regular rate of pay for more than eight hours in one workday or more than 40 hours in a
14 workweek. Employees are entitled to double overtime wages payable at the rate of at least twice
15 the regular rate of pay for work in excess of twelve hours in one workday or work in excess of
16 eight hours on any seventh day of a workweek. For purposes of computing the overtime rate of
17 compensation required to be paid to a non-exempt full time salaried employee, the employee's
18 regular hourly rate shall be 1/40th of the employee's weekly salary. The regular rate shall be 1/8th
19 of the employee's daily rate. Payment of a fixed salary to a non-exempt employee shall be deemed
20 to provide compensation only for the employee's regular, non-overtime hours, notwithstanding
21 any private agreement to the contrary. Cal. Lab. Code § 515(d).

22 51. At all times relevant herein, Plaintiffs and the Class were non-exempt employees
23 and regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek
24 and were entitled to the protections of California Labor Code sections 510, 1194, and the applicable
25 IWC Wage Order.

26 52. Defendants failed to compensate Plaintiffs and the Class for all overtime hours
27 worked as required under the foregoing provision of the California Labor Code and IWC Wage
28 Order by, *inter alia*, requiring, permitting, or suffering Plaintiffs and the Class to work off the

1 clock and also during meal periods, some hours of which would have qualified as overtime, payable
2 at 1.5 times Plaintiffs' and Class Members' respective regular rates of pay. Because these off-the-
3 clock hours were not captured, Defendant failed to include this time worked on Plaintiffs' and
4 Class Members' wage statements and, therefore, failed to compensate Plaintiffs and Class
5 Members for all overtime hours worked.

6 53. At all times relevant herein, Defendants failed to pay Plaintiffs and the Class
7 overtime compensation for the hours they worked in excess of eight hours in a workday and/or 40
8 hours in a workweek, as required by Labor Code sections 510 and 1198.

9 54. By virtue of Defendants' failure to compensate Plaintiffs and Class Members for
10 every single hour of overtime worked, Plaintiffs and the Class have suffered, and will continue to
11 suffer, damages in amounts that are presently unknown to them but which exceed the jurisdictional
12 minimum of this Court and which will be ascertained according to proof at trial.

13 55. Plaintiffs and the Class also request recovery of overtime compensation according
14 to proof, with interest, attorneys' fees, and costs pursuant to Labor Code section 1194(a), as well
15 as the assessment of any statutory penalties against Defendants, in a sum as provided by the Labor
16 Code and/or other statutes.

17 **THIRD CAUSE OF ACTION**

18 **Failure to Provide Meal Periods**

19 **in Violation of Cal. Labor Code §§ 226.7 and 512; IWC Wage Order No. 7-2001, § 11**

20 **(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees**

21 **Against All Defendants)**

22 56. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all
23 preceding paragraphs.

24 57. California law requires employers to provide employees with an uninterrupted,
25 duty-free (relieved of all duties) meal period of no less than 30 minutes to commence before the
26 end of a five-hour work period. A second meal period of not less than 30 minutes is required if an
27 employee works more than 10 hours in one day. Cal. Lab. Code sections 226.7 and 512; IWC Wage
28 Orders, section 11; *Brinker Restaurant Corp. v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049. The

1 Wage Order’s meal period requirement is satisfied if the employee (1) has at least 30 minutes
2 uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period.
3 *Id.* at 1036. An employer must relinquish control over the employee’s activities, permit a
4 reasonable opportunity to take an uninterrupted, 30-minute meal period, and not impede or
5 discourage an employee from taking a meal period. *Id.* at 1040. If the employee is not relieved of
6 all duty during a meal period, the meal period shall be considered an “on duty” meal period and
7 counted as time worked. *Id.* at 1035. “An employer may not undermine a formal policy of providing
8 meal periods by pressuring employees to perform their duties in ways that omit meal periods.
9 *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–63; *see also Jaimez v. Daihatsu*
10 *USA, Inc.* (2010) 181 Cal.App.4th 1286, 1304–1305 (proof of common scheduling policy that
11 made taking meal periods extremely difficult would show violation); *Dilts v. Penske Logistics,*
12 *LLC* (S.D. Cal. 2010) 267 F.R.D. 625, 638 (indicating informal anti-meal-period policy “enforced
13 through ‘ridicule’ or ‘reprimand’” would be illegal). “The wage orders and governing statute do
14 not countenance an employer’s exerting coercion against the taking of, creating incentives to forgo,
15 or otherwise encouraging the skipping of legally protected breaks.” *Brinker*, 53 Cal.4th at 1040.

16 58. If an employer fails to provide an employee a meal period in accordance with the
17 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for
18 each workday that a legally-required, compliant meal period was not provided. Cal. Lab. Code §
19 226.7(c). The California Supreme Court held that premium pay for an employee’s noncompliant
20 meal period or rest break constitutes “wages,” so a failure to pay owed meal period premiums
21 and/or rest break premiums constitutes an employer’s failure to pay wages. *Naranjo v Spectrum*
22 *Security Services, Inc.* (2022) 13 Cal.5th 93.

23 59. Defendants regularly failed to provide Plaintiffs and the Class timely, full 30-minute
24 meal periods for each 5-hour period of work as required under the foregoing provisions of the
25 California Labor Code and IWC Wage Order. For example, Plaintiffs frequently did not receive
26 any meal period at all, and even when they did, those meal periods were often less than 30 minutes.
27 Furthermore, Plaintiffs were regularly required to work through meal periods off the clock in order
28 to respond to work-related questions or instructions to complete work tasks, or assist customers.

Defendants failed to compensate Plaintiffs and the Class entirely for such noncompliant meal periods or else failed to pay them at the regular rate of pay. By their failure to permit and authorize Plaintiffs and the Class to take all meal periods as alleged above (or because Defendants made it impossible or impracticable to take uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Order.

60. Under California law, Plaintiffs and the Class are entitled to be paid one hour of wages at the regular rate of compensation for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No 7-2001, § 12

(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees

Against All Defendants)

61. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all preceding paragraphs.

62. California Labor Code section 226.7 and section 12 of the applicable Wage Orders require that employers provide employees timely, uninterrupted, full-length 10-minute rest breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to authorize and permit an employee to take a compliant rest break, the employer shall pay the employee a rest break premium wage equal to one hour of pay at the employee's regular rate of compensation for each workday that at least one rest break owed was not compliant. Employees are entitled to one 10-minute rest break for shifts from 3–6 hours in length, two 10-minute rest breaks for shifts of over six hours up to 10 hours, three 10-minute rest breaks for shifts over 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp*, 53 Cal.4th at 1029. Furthermore, "Employers must relieve employees of all duties and relinquish control over how employees spend their time during rest breaks. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. This obligation includes allowing employees to leave the premises during their rest breaks and to enjoy that rest break without any expectation that the employee monitor or respond to interruptions or messages.

63. Under California law, Plaintiffs and the Class are entitled to be paid premium wages equal to one hour of work at their regular rate of pay for each workday they were entitled to but not provided with a rest break, plus interest thereon.

64. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. Due to Defendants' practice of regularly understaffing shifts, it was frequently impossible for Plaintiffs and Class Members to take legally compliant rest breaks. By their failure to permit and authorize Plaintiffs and the Class to take rest breaks as alleged above (or due to the fact that Defendants made it impossible or impracticable to take uninterrupted rest breaks), Defendants willfully violated the provisions of Labor Code section 226.7 and the applicable Wage Orders.

65. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages, plus interest, for each workday they were not authorized to take a rest break.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Owed Every Pay Period During Employment

in Violation of Cal. Lab. Code § 204

**(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees
Against All Defendants)**

66. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all preceding paragraphs.

67. Labor Code section 204 provides that all wages earned by any person in any employment between the first and fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and twenty-sixth days, inclusive, of the month during which the labor was performed.

68. Further, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and last day of the month, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and tenth days of the following month.

69. Labor Code section 204 provides that all wages earned for labor in excess of the normal work period (e.g., overtime, double-time) shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

70. Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay each employee on the established payday for the pay period involved all overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class with all compensation due, in violation of Labor Code section 204.

71. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Class Members all wages due including, but not limited to, minimum, straight-time, and overtime wages, meal period premiums, and rest break premiums within the time frames required by Labor Code section 204.

72. As such, this cause of action is derivative of Plaintiffs' and Class Members' claims for (1) unpaid minimum wages/straight-time wages, (2) unpaid overtime wages, (3) unpaid meal period premiums, and (4) unpaid rest break premiums that were owed but not timely paid to Plaintiffs and Class Members every pay period during their employment with Defendants.

73. Defendants' failure to timely pay Plaintiffs and Class Members all wages due (unpaid straight-time wages/minimum wages, unpaid overtime wages, unpaid meal period premiums, and unpaid rest break premiums) each pay period during employment violates Labor Code section 204. Plaintiffs and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

SIXTH CAUSE OF ACTION

Failure to Pay All Wages Due Upon Separation

in Violation of Cal. Lab. Code §§ 201-203

(Brought by Plaintiff Trujillo on Behalf of Himself, the Class, and Aggrieved Employees

Against All Defendants)

74. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all preceding paragraphs.

75. Labor Code sections 201 and 202 provide that if an employer terminates an employee, the employee's wages earned and unpaid at the time of termination are due and payable immediately, whereas if an employee voluntarily resigns from his or her employment without at least 72 hours' notice, the employee's wages earned and unpaid shall become due and payable not later than 72 hours after resigning, but where the employee has given 72 hours prior notice of his or her intention to quit, then the employee is entitled to receive his or her wages on the last day of employment.

76. Within the applicable statute of limitations, Plaintiff Trujillo and many other Class Members' employment with Defendants ended by voluntary resignation. As to Plaintiff Trujillo and those other resigned Class Members, Defendants have failed to pay Plaintiff Trujillo and those resigned Class Members all unpaid wages earned through their last day of work within 72 hours of resignation without advance notice of at least 72 hours, or, for those who gave advance notice of at least 72 hours, then on their last day of work, as required under Labor Code section 202.

77. Within the applicable statute of limitations, still many other Class Members' employment with Defendants ended by termination. As to those separated Class Members, Defendants have failed to pay terminated Class Members all unpaid wages earned during employment through the time of termination immediately when Defendants terminated those Class Members, as required under Labor Code section 201.

78. Defendants' failure to timely pay all unpaid wages owed at the time of separation to these separated Class Members described in the two preceding paragraphs violated Labor Code sections 201 and 202.

79. Labor Code section 203 provides that if an employer willfully fails to pay all wages owed in accordance with sections 201 and 202, then up to 30 days of the employee's wages at their regular hourly rate of pay shall continue as a penalty from the due date through the date Defendants pay the employee's wages or until an action is commenced.

1 80. Thus, pursuant to Labor Code section 203, Plaintiff Trujillo and separated Class
2 Members are entitled to recover from Defendants waiting time penalties equal to up to 30 days of
3 pay at their regular rates of pay for the period from the date the unpaid wages should have been
4 paid through the date they were paid or the date an action is commenced.

5 81. Pursuant to Labor Code sections 218.5, 218.6, and 1194, separated Class Members
6 are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in
7 this action.

8 **SEVENTH CAUSE OF ACTION**

9 **Failure to Reimburse All Necessary, Business-Related Expenses**

10 **in Violation of Cal. Lab. Code § 2802**

11 **(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees**

12 **Against All Defendants)**

13 82. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all
14 preceding paragraphs.

15 83. Plaintiffs and Class Members were required to incur necessary, business-related
16 expenses and losses in direct consequence of the discharge of their duties and per Defendants'
17 direction. For example, Defendants required Plaintiffs and Class Members to use their personal
18 cell phones to respond to work-related communications during their shifts. Plaintiffs and Class
19 Members were also required to provide personal equipment, including specialized gloves and
20 knives, to complete their work tasks.

21 84. Defendants violated Labor Code section 2802 by failing to indemnify and reimburse
22 Plaintiffs and the Class for those necessary, business-related expenses Plaintiffs and Class
23 Members incurred in providing and using their personal cell phones and equipment, those expenses
24 of which were in direct consequence of the discharge of Plaintiffs' and Class Members' duties and
25 per Defendants' direction.

26 85. Such necessary, business-related expenditures and losses incurred include, but are
27 not limited to, the use of Plaintiffs' and Class Members' personal cell phones for work-related
28

1 communications necessary to perform job duties and Plaintiffs' and Class Members' usage of
2 personal equipment for work-related purposes.

3 86. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
4 expenses they paid.

5 87. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs
6 of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
7 2802(b).

8 **EIGHTH CAUSE OF ACTION**

9 **Failure to Furnish Timely, Accurate Wage Statements**

10 **in Violation of Cal. Lab. Code §§ 226 and 226.3**

11 **(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees**

12 **Against All Defendants)**

13 88. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all
14 preceding paragraphs.

15 89. At all material times set forth herein, Labor Code section 226(a) provides that every
16 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
17 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by
18 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
19 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
20 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
21 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
22 and the last four digits of his or her social security number or an employee identification number
23 other than a social security number, (8) the name and address of the legal entity that is the
24 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
25 number of hours worked at each hourly rate by the employee.

26 90. Defendants have intentionally and willfully failed to provide employees with
27 complete and accurate wage statements compliant with these Labor Code sections. For example,
28 Plaintiffs' paystubs do not list the accurate total number of all hours worked, the accurate total

1 number of meal period premiums owed, the accurate total number of rest period premiums owed,
2 the accurate total number of gross and net wages Plaintiffs and Class Members earned that pay
3 period and year to date, nor the accurate total number of gross and net wages Defendant paid
4 Plaintiffs and Class Members for that pay period and year to date in light of the separate, hidden
5 and unreported cash payments.

6 91. Defendants willfully issued inaccurate wage statements to Plaintiffs and the Class
7 based on Defendants' manipulation of information reported on wage statements as part of a scheme
8 to underreport Plaintiffs' and Class Members' daily straight-time hours and overtime hours worked
9 and the corresponding wages earned and also paid, as a result of (1) failing to record the off-the-
10 clock hours that Plaintiffs and Class Members worked; (2) systematically, fraudulently doctoring
11 Plaintiffs' and Class Members' time records (i) to classify them as part-time to avoid providing
12 certain benefits, (ii) to avoid paying overtime hours and instead pay some subset of total hours
13 worked at their straight-time rates, and (iii) to avoid paying the employer-side payroll taxes to
14 California State and federal taxing authorities. The wage statements Defendants issued were
15 inaccurate based on Defendants' intentional acts to accomplish (1) and (2) in the preceding
16 sentence.

17 92. As a result of Defendants' violation of Labor Code sections 226(a), Plaintiffs and
18 the Class have suffered injury and damage to their statutorily protected rights.

19 93. Specifically, Plaintiffs and the Class have been injured by Defendants' intentional
20 violations of California sections 226(a) because they were denied both their legal right to receive,
21 and their protected interest in receiving, accurate, itemized wage statements under Labor Code
22 section 226(a).

23 94. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
24 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
25 a result of having to bring this action to attempt to obtain correct wage information following
26 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
27 laws and regulations.

28 95. Plaintiffs and the Class are entitled to recover from Defendants the greater of their

1 actual damages caused by Defendants' failure to comply with Labor Code section 226(a), or an
2 aggregate penalty not to exceed \$4,000 per employee.

3 96. Plaintiffs and the Class are also entitled to injunctive relief and an award of
4 attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code section
5 226(h).

6 **NINTH CAUSE OF ACTION**

7 **Failure to Keep and Maintain Required Records**

8 **in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7**

9 **(Brought by Plaintiffs on Behalf of Themselves, the Class, and Aggrieved Employees**

10 **Against All Defendants)**

11 97. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all
12 preceding paragraphs.

13 98. California Labor Code section 1174(d) provides that "[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors" and "[keep, at a central location in the state or at the plants
16 or establishments at which employees are employed, payroll records showing the hours worked
17 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
18 piece rate paid to, employees employed at the respective plants or establishments"]

19 99. During the relevant time period, and in violation of Labor Code section 1174(d),
20 Defendants willfully failed to maintain accurate payroll records of Plaintiffs' and Class Members'
21 daily straight-time hours and overtime hours worked and the corresponding wages earned and also
22 paid, as a result of (1) failing to record the off-the-clock hours that Plaintiffs and Class Members
23 worked; (2) systematically, fraudulently doctoring Plaintiffs' and Class Members' time records (i)
24 to classify them as part-time to avoid providing certain benefits, (ii) to avoid paying overtime hours
25 and instead pay some subset of total hours worked at their straight-time rates, and (iii) to avoid
26 paying the employer-side payroll taxes to California State and federal taxing authorities.

27 100. Because Defendants violated Labor Code section 1174(d), Plaintiffs and Class
28 Members are entitled to recover damages and penalties under Labor Code section 226(e).

102. Labor Code section 1174.5 provides in pertinent part that “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 . . . shall be subject to a civil penalty of five hundred dollars (\$500).”

103. As a proximate result of Defendants' unlawful acts and omissions, Plaintiffs and Class Members have been damaged in an amount according to proof at trial and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiffs and Class Members are entitled to all available civil and statutory penalties, an award of costs, expenses, reasonable attorneys' fees set forth in Labor Code section 1174.5 and elsewhere, and all other available remedies.

Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*
(Brought by Plaintiffs on Behalf of Themselves and the Class Against All Defendants)

1 104. Plaintiffs incorporate by reference and reallege, as if fully stated herein, all
2 preceding paragraphs.

3 105. Defendants, and each of them, are “persons” as defined under California Business
4 & Professions Code section 17201.

5 106. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
6 unlawful, and harmful to Plaintiffs, other Class Members, and to the general public. Plaintiffs seek
7 to enforce important rights affecting the public interest within the meaning of Code of Civil
8 Procedure section 1021.5.

9 107. Defendants’ conduct, as alleged herein, constitutes “business acts and practices”
10 that affect Defendants’ competitors in violation of California Business & Professions Code
11 sections 17200, *et seq.*

12 108. Under the unlawful prong, a violation of California Business & Professions Code
13 sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the
14 acts described above in the foregoing causes of action constitute statutory violations and are
15 therefore unlawful business practices in violation of California Business & Professions Code
16 sections 17200, *et seq.*

17 109. Under the unfair prong, a violation of California Business & Professions Code
18 sections 17200, *et seq.* may be predicated on conduct—a business act—that is injurious to
19 Defendants’ competitors and in violation of public policy, because all such conduct is immoral,
20 unethical, oppressive, and unscrupulous, and thereby constitutes unfair business practices in
21 violation of California Business & Professions Code sections 17200, *et seq.*

22 110. Under the fraudulent prong, a violation of California Business & Professions Code
23 sections 17200, *et seq.* may be predicated on Defendants’ conduct that is likely to deceive the
24 general public and requires that Plaintiffs relied on Defendants’ misrepresentations to Plaintiffs’
25 detriment, regardless of whether those misrepresentations were or were not intentional.
26 Defendants’ conduct in issuing Plaintiffs inaccurate wage statements constitutes Defendants’
27 fraudulent business practices in violation of California Business & Professions Code sections
28 17200, *et seq.*

111. By and through their unfair, unlawful, and/or fraudulent business practices described herein, Defendants have obtained valuable property, money, and services from Plaintiffs and Class Members and have deprived Plaintiffs and Class Members of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiffs and Class Members.

112. Plaintiffs and the Class Members suffered monetary injuries as a direct result of Defendants' wrongful conduct.

113. Plaintiffs, individually, and on behalf of the Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property that Defendants have wrongfully withheld or acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful, and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

114. Plaintiffs, individually, and on behalf of the Class, are further entitled to, and do, seek declaratory relief via a declaration that Defendants' above-described business practices are unfair, unlawful, and/or fraudulent, and injunctive relief via an injunction restraining Defendants from engaging in any of the above-described unfair, unlawful, and/or fraudulent business practices in the future.

115. Plaintiffs, individually, and on behalf of the Class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair, unlawful, and/or fraudulent business practices, Plaintiffs, individually, and on behalf of the Class, have suffered and will continue to suffer irreparable harm unless Defendants are restrained from continuing to engage in said unfair, unlawful, and/or fraudulent business practices.

116. Plaintiffs also allege that, if Defendants are not enjoined from the conduct set forth herein, Defendants will continue to avoid paying the appropriate taxes, insurance, and other withholdings, and instead, enjoy a windfall to the detriment of Plaintiffs and the Class.

117. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the Class are entitled to (1) restitution of wages Defendants withheld and retained

1 during the period that commences four years prior to the filing of the initial Complaint; (2) a
2 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class
3 Members and, as for current Class Members, all future wages due to Plaintiffs and Class Members;
4 (3) an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and
5 other applicable laws; and (4) an award of costs.

6 **ELEVENTH CAUSE OF ACTION**

7 **For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004**

8 **("PAGA"), §§ 2698, *et seq.*, for Violations of California Labor Code Sections**

9 **(Brought by Plaintiff Trujillo on Behalf of Himself and Aggrieved Employees**

10 **Against All Defendants)**

11 118. Plaintiff Trujillo realleges and incorporates by reference all preceding paragraphs
12 of this Complaint as though fully set forth herein.

13 119. At all relevant times, Defendants were subject to the California Labor Code and the
14 applicable Industrial Welfare Commission Wage Orders.

15 120. Plaintiff Trujillo brings this cause of action, individually, as an aggrieved employee,
16 and as a representative on behalf of the State of California and all other current and former
17 aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor
18 Code sections 2698, *et seq.*

19 121. Plaintiff Trujillo exhausted the administrative prerequisites to the commencement
20 of this action as required by Labor Code section 2699.3. On April 15, 2026, Plaintiff Trujillo
21 submitted written notice by online filing to the California Labor and Workforce Development
22 Agency ("LWDA") and provided notice to Defendants, via certified mail, identifying the specific
23 provisions of the Labor Code alleged to have been violated, along with the facts and theories
24 supporting those violations. Plaintiff Trujillo paid the required filing fee. The LWDA assigned this
25 matter Case No. LWDA-CM-1170656-26.

26 122. The 65-day statutory period for LWDA to respond has elapsed, and the LWDA has
27 not provided notice of its intent to investigate. Accordingly, Plaintiff Trujillo has satisfied the
28 administrative exhaustion requirements of Labor Code section 2699.3 and is, therefore, authorized

1 to pursue civil penalties under PAGA.

2 123. The statute of limitations applicable to the PAGA claims was tolled during the
3 period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

4 124. The Labor Code violations alleged in this cause of action are the same violations
5 identified in Plaintiff Trujillo's PAGA Letter to the LWDA and arise from Defendants' uniform
6 policies, practices, and course of conduct applicable to Plaintiff Trujillo and other aggrieved
7 employees. Plaintiff Trujillo seeks to recover civil penalties for all such violations experienced by
8 Plaintiff Trujillo and other aggrieved employees during the PAGA period.

9 125. Plaintiff Trujillo has standing to pursue civil penalties for each of the violations
10 alleged herein because Plaintiff Trujillo was employed by Defendants during the PAGA period
11 and personally experienced each Labor Code violation identified in Plaintiff Trujillo's PAGA
12 Letter. The alleged violations arose from Defendants' uniform policies and practices and affected
13 Plaintiff Trujillo and other aggrieved employees in the same or a similar manner and were not the
14 result of isolated or employee-specific circumstances.

15 126. Based on the conduct described in this Complaint, Defendants violated the
16 California Labor Code, including but not limited to sections 201, 202, 204, 226, 226(a), 226.7,
17 510, 512 1174, 1194, 1197, 1198.5, and 2802.

18 127. Defendants' violations were willful, knowing, and systematic and resulted from
19 company-wide policies and practices. Upon information and belief, such violations continued
20 during the PAGA period and, absent judicial intervention, will continue to occur, thereby exposing
21 Defendants to ongoing civil penalties.

22 128. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff Trujillo
23 seeks recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable
24 statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific
25 civil penalty is provided, together with all other relief available under PAGA.

26 129. Plaintiff Trujillo seeks recovery of civil penalties on behalf of the State of California
27 and all aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable
28 to the LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by

1 Labor Code section 2699(m).

2 130. Plaintiff Trujillo further seeks reasonable attorneys' fees and costs pursuant to
3 Labor Code section 2699(k)(1), interest as permitted by law, and such other relief as the Court
4 deems just and proper.

5 **PRAYER FOR RELIEF**

6 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
7 the class claims and PAGA claim, pray for relief and judgment against Defendants, jointly and
8 severally, as follows:

9 **CLASS CERTIFICATION**

10 1. That this action be certified as a class action with respect to the First through Tenth
11 causes of action;

12 2. That Plaintiffs be appointed as representatives of the Class; and

13 3. That counsel for Plaintiffs be appointed Class Counsel.

14 **AS TO THE FIRST CAUSE OF ACTION**

15 **(Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1194.2, and 1197))**

16 1. That the Court declare, adjudge, and decree that Defendants violated California
17 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order
18 by willfully failing to pay minimum wages and/or straight time wages to Plaintiffs and Class
19 Members;

20 2. For general unpaid wages and such general and special damages as may be
21 appropriate;

22 3. For pre-judgment interest on any unpaid compensation from the date such amounts
23 were due, or as otherwise provided by law;

24 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
25 California Labor Code section 1194(a);

26 5. For liquidated damages pursuant to California Labor Code section 1194.2; and

27 6. For such other and further relief as the Court may deem equitable and appropriate.

28 **AS TO THE SECOND CAUSE OF ACTION**

(Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiffs and Class Members;
2. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
3. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;
4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and
5. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512))

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiffs and Class Members;
2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;
3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premiums pursuant to California Labor Code section 226.7(c);
5. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;
6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and
7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

(Failure to Authorize and Permit Rest Breaks (Lab. Code § 226.7))

1. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing
2 to authorize and permit Plaintiffs and Class Members to take all rest periods;

3 2. That the Court make an award to the Plaintiffs and Class Members of one hour of
4 pay at each employee's regular rate of pay for each workday that a rest period was not authorized
5 and permitted;

6 3. For all actual, consequential, and incidental losses and damages, according to proof;

7 4. For premiums pursuant to California Labor Code section 226.7(c);

8 5. For pre-judgment interest on any unpaid rest period premiums from the date such
9 amounts were due, or as otherwise provided by law;

10 6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
11 or as otherwise provided by law; and

12 7. For such other and further relief as the Court may deem equitable and appropriate.

13 **AS TO THE FIFTH CAUSE OF ACTION**

14 **(Failure to Timely Pay Wages Owed Every Pay Period During Employment**

15 **(Lab. Code § 204))**

16 1. That the Court declare, adjudge and decree that Defendants violated California Labor
17 Code section 204 by willfully failing to timely pay Plaintiffs and Class Members overtime wages,
18 minimum wages, and/or meal period and rest break premiums owed during their employment;

19 2. For all actual, consequential and incidental losses and damages, according to proof;

20 3. For statutory penalties according to proof per California Labor Code section 210;

21 4. For pre-judgment interest on any unpaid wages from the date such amounts were due,
22 or as otherwise provided by law;

23 5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as
24 otherwise provided by law; and

25 6. For such other and further relief as the Court may deem equitable and appropriate.

26 **AS TO THE SIXTH CAUSE OF ACTION**

27 **(Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203))**

1 1. That the Court declare, adjudge and decree that Defendants violated California Labor
2 Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or
3 meal and rest period premiums owed at the time of termination of the employment of Plaintiffs
4 and other terminated Class Members;

5 2. For all actual, consequential and incidental losses and damages, according to proof;

6 3. For all unpaid wages, overtime wages, minimum wages, and/or meal period and rest
7 break premiums owed at the time Plaintiffs was terminated and at the times other terminated Class
8 Members were terminated;

9 4. For waiting time penalties according to proof pursuant to California Labor Code section
10 203 for all employees who have left Defendants' employ;

11 5. For pre-judgment interest on any unpaid wages from the date such amounts were due,
12 or as otherwise provided by law;

13 6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as
14 otherwise provided by law; and

15 7. For such other and further relief as the Court may deem equitable and appropriate.

16 **AS TO THE SEVENTH CAUSE OF ACTION**

17 **(Failure to Reimburse Employees for Necessary, Business-Related Expenses**

18 **(Lab. Code § 2802))**

19 1. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
21 expenses and costs incurred by Plaintiffs and Class Members;

22 2. For unreimbursed necessary, business-related expenses and such general and special
23 damages as may be appropriate;

24 3. For pre-judgment interest on any unpaid business-related expenses from the date
25 such amounts were due, or as otherwise provided by law;

26 4. For all actual, consequential, and incidental losses and damages, according to proof;

27 5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or
28 as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE EIGHTH CAUSE OF ACTION

(Failure to Furnish Timely, Accurate, Itemized Wage Statements (Lab. Code § 226))

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Class Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);
and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE NINTH CAUSE OF ACTION

(Failure to Keep and Maintain Required Records (Lab. Code § 1174))

1. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code sections 1174 and 1198 and the applicable IWC Wage Order as to Plaintiffs and Class Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all available derivative damages (unpaid wages, liquidated damages, waiting time penalties, and an award of costs, expenses, and reasonable attorneys' fees);

3. For all available statutory penalties under Labor Code section 1174.5, equal to \$500 per employee; and

4. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE TENTH CAUSE OF ACTION

(California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*))

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and Class Members all minimum wages, straight-time wages, and overtime wages due to them; failing to

1 provide Plaintiffs and Class Members legally compliant meal periods or else pay premiums in lieu
2 thereof; failing to authorize and permit Plaintiffs and Class Members to take legally compliant rest
3 breaks or else pay premiums in lieu thereof; failing to provide Plaintiffs and Class Members timely,
4 accurate wage statements; failing to timely pay Plaintiffs and Class Members all earned wages
5 owed every pay period during employment; and failing to keep and maintain required records of
6 Plaintiffs' and Class Members' accurate number of hours worked and wages earned, constitutes an
7 unlawful business practice in violation of California Business and Professions Code sections
8 17200, *et seq.*;

9 2. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment
10 interest from the day such amounts were due and payable;

11 3. For the appointment of a receiver to receive, manage and distribute all funds
12 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
13 result of violations of California Business & Professions Code sections 17200, *et seq.*; and

14 4. For injunctive relief to ensure compliance with this section, pursuant to California
15 Business & Professions Code sections 17200, *et seq.*

16 **AS TO THE ELEVENTH CAUSE OF ACTION**

17 **(For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004**
18 **("PAGA"), §§ 2698, *et seq.*, for Violations of California Labor Code Sections)**

19 WHEREFORE, Plaintiff Trujillo, on behalf of the State of California and all aggrieved
20 employees, prays for judgment against Defendants as follows:

21 1. For civil penalties pursuant to Labor Code section 2699(a), including any applicable
22 statutory civil penalties for violations of the California Labor Code identified in the PAGA Letter

23 2. For default civil penalties pursuant to Labor Code section 2699(f) for violations of
24 the Labor Code for which no specific civil penalty is provided;

25 3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%)
26 to the California Labor and Workforce Development Agency and thirty-five percent (35%) to the
27 aggrieved employees, pursuant to Labor Code section 2699(m);

28 4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

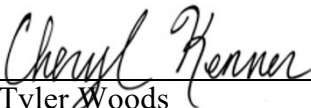
5. For interest as permitted by law;
6. For such other and further relief as the Court deems just and proper.

AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and
2. For such other and further relief as the Court may deem equitable and appropriate.

Dated: July 20, 2026

WILSHIRE LAW FIRM

By: 
Tyler Woods
Cheryl A. Kenner
Tanner F. Hosfield

Attorneys for Plaintiffs JOSE GUTIERREZ
TRUJILLO and FREDI NEFTALI OCHOA-
MERIDA, individually, and on behalf of all
others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: July 20, 2026

WILSHIRE LAW FIRM

By: 
Tyler Woods
Cheryl A. Kenner
Tanner F. Hosfield

Attorneys for Plaintiffs JOSE GUTIERREZ
TRUJILLO and FREDI NEFTALI OCHOA-
MERIDA, individually, and on behalf of all
others similarly situated and aggrieved

PROOF OF SERVICE

Trujillo v. Oxnard Market Corp
2026CUOE068977

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Manuel Martinez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017. My electronic service address is manny.martinez@wilshirelawfirm.com.

On July 20, 2026, I served the foregoing **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by following one of the methods of service as follows:

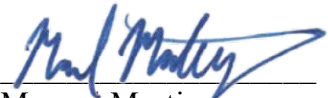
Joseph W. Rose
joe@joeroselaw.com
Mehran Tahoori
mehran@joeroselaw.com
Lindsay Ironside
lindsay.ironside@joeroselaw.com
ROSE LAW, APC
4092 Bridge Street
Fair Oaks, California 95628
Telephone: (916) 273-1260
Facsimile: (916) 290-0148

Attorneys for Defendant OXNARD MARKET CORP

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on July 20, 2026, at Los Angeles, California.


Manuel Martinez