

ok per Stip & Order filed on 09/04/2026

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7 Attorneys for Plaintiff Amalia Meraz,
8 and all others similarly situated.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**

11 AMALIA MERAZ, on behalf of the Labor
12 and Workforce Development Agency and
13 aggrieved employees,

14 PLAINTIFF,

15 v.

16 UNITED STAFFING ASSOCIATES LLC, a
17 California Limited Liability Company;
18 TAYLOR FARMS RETAIL, INC., a
19 California Corporation; and DOES 1 through
100, inclusive

20 DEFENDANTS.

Case No. 26CV03316

FIRST AMENDED COMPLAINT
PAGA ACTION

1. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

2 This is a representative Private Attorneys General Act of 2004, Labor Code section 2698,
3 *et seq.* (“PAGA”) action brought by Plaintiff Amalia Meraz (“Plaintiff”), in a representative
4 capacity only on behalf of the Labor and Workforce Development Agency (“LWDA”), a
5 California state agency, and other aggrieved employees, against United Staffing Associates LLC,
6 a California Limited Liability Company, Taylor Farms Retail, Inc., a California Corporation, and
7 other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively “Defendants”) alleging,
8 among other things violations of the California Labor Code and seeking on a representative basis
9 civil penalties under Labor Code §§2698, *et seq.* Following notice to the Labor and Workforce
10 Development Agency on May 19, 2026, Plaintiff, in a representative capacity only, seeks civil
11 penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(k)(1) and costs of suit
12 brought on behalf of the Labor and Workforce Development Agency, the State of California,
13 and all other aggrieved employees. Plaintiff is informed and believes, and on that basis alleges
14 as follows:

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II. GENERAL ALLEGATIONS

16 1. This Private Attorneys General Act of 2004, Labor Code §§2698, *et seq.* action
17 arises from wage and hour violations for, among other things, Defendants’ failure to compensate
18 hourly shift, non-exempt employees in compliance with California law. As more fully described
19 herein, Defendants failed and continue to fail to pay the full amount of minimum and/or overtime
20 and/or double time wages, while engaging in other Labor Code violations such as failing to
21 provide meal periods and rest periods, failing to reimburse business expenses, failing to provide
22 complete and accurate wage statements, and record keeping violations.

23 2. Plaintiff seeks, among other things, civil penalties under the PAGA on behalf of
24 the LWDA and all other aggrieved employees. The “aggrieved employees”, consist of:

25 All other current and former California hourly non-exempt employees of
26 Defendants who provide production services for Defendants within the relevant
time period. (“aggrieved employees”).

27 3. This Court is the proper court, and this action is properly filed in Santa Barbara
28 County and in this judicial district because Defendants do business in Guadalupe, California in

1 Santa Barbara County, and because Defendants' obligations and liabilities arise therein.

2 4. Plaintiff is former a hourly non-exempt employee for Defendants in the state of
3 California and a resident of California

4 5. Plaintiff is informed and believes, and thereon alleges that UNITED STAFFING
5 ASSOCIATES LLC is a California Limited Liability Company.

6 6. Plaintiff is informed and believes, and thereon alleges that TAYLOR FARMS
7 RETAIL, INC. is a California Corporation.

8 7. The true names and capacities, whether individual, corporate, associate, or
9 otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE
10 Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names
11 and capacities when they have been ascertained.

12 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants,
14 each acting as agents and/or employees, and/or under the direction and control of each of the
15 other Defendants, and that said acts and failures to act were within the course and scope of said
16 agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon
17 alleges, that at all times material hereto Defendants were and are the agents of each other.

18 9. Plaintiff is informed and believes, and thereon alleges, that Defendants are a
19 single enterprise or integrated enterprise, joint employers, or alter egos of each other, and were
20 acting on behalf of Defendants in the employment, wages, hours and working conditions of
21 Plaintiff and the aggrieved employees.

22 10. Plaintiff is informed and believes, and thereon alleges, that Defendant DOES 1
23 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of
24 Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff and
25 the aggrieved employees.

26 11. At all relevant times alleged herein Plaintiff and the aggrieved employees were
27 employed by Defendants in State of California.

28 **III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

1 12. Plaintiff and the aggrieved employees worked as hourly non-exempt employees
2 in the state of California for Defendants. Throughout the period of May 19, 2025 to the date of
3 PAGA approval, (the “relevant time period”), Plaintiff and all aggrieved employees were and
4 are employees of Defendants in the state of California, entitled to all of the protections afforded
5 to employees under the Labor Code and applicable IWC Wage Orders.

6 13. During the relevant time period, Defendants failed to pay Plaintiff and aggrieved
7 employees the full amount of minimum, overtime, and/or double time wages for all hours
8 worked, including but not limited to failing to pay Plaintiff and the Class members for work time
9 spent off-the-clock completing Defendants’ required security/badge checks.

10 14. During the relevant time period, Defendants had a policy, procedure, and/or
11 practice of not paying Plaintiff and the aggrieved employees for all minimum, overtime and/or
12 double time worked, and/or all hours worked over eight (8) hours in a workday and/or forty (40)
13 hours in a workweek and/or over twelve (12) hours in a workday as applicable.

14 15. Plaintiff and the aggrieved employees were suffered and/or permitted to and
15 worked without receiving all earned overtime and/or double time pay for all overtime and/or
16 double time hours worked at the correct regular rate of pay.

17 16. Despite knowing that Plaintiff and the aggrieved employees were working over
18 eight (8) hours in a workday and/or forty (40) hours in a workweek, and/or over twelve (12)
19 hours in a workday, Defendants refused to pay the full amount of all overtime and/or double
20 time wages owed for all overtime and/or double time hours worked.

21 17. Defendants conduct, as alleged herein, was willful and has caused Plaintiff and
22 the aggrieved employees members damages including, but not limited to, loss of wages and
23 compensation.

24 18. Throughout the relevant time period, Defendants failed to authorize and permit
25 legally compliant meal breaks. Plaintiff and aggrieved employees members were assigned to and
26 required to work shifts lasting over six (6) hours and were not provided nor allowed to take a
27 timely, non-captive, duty-free, thirty (30) minute uninterrupted off-duty meal break without
28 exemption, and/or were assigned to and required to work shifts lasting over ten (10) hours

1 without a second thirty (30) minute uninterrupted off-duty meal break without exemption.

2 19. Throughout the relevant time period, Defendants failed and continue to fail to pay
3 for meal period violations at the correct regular rate of pay.

4 20. Throughout the relevant time period, Defendants failed to authorize and provide
5 paid rest periods compliant with the provisions of the California Labor Code and applicable
6 Wage Order. Plaintiff and aggrieved employees were assigned to and required to work shifts
7 lasting over four (4) hours and were not provided nor allowed to take a timely, non-duty free,
8 paid ten-minute uninterrupted rest break during each four (4) hour work period, or major fraction
9 thereof, at the direction of Defendants and/or with Defendants' knowledge and acquiescence.

10 21. Throughout the relevant time period, Defendants failed and continue to fail to pay
11 for rest period violations at the correct regular rate of pay.

12 22. The wage statements provided by Defendants to Plaintiff and the aggrieved
13 employees failed to provide accurate information reflecting the correct address of the employer,
14 gross wages earned, net wages earned, and the total hours worked, applicable hourly rates to the
15 corresponding number of hours worked and/or listing the meal and rest period premium
16 payments.

17 23. Throughout the relevant time period, Defendants failed to indemnify Plaintiff and
18 the aggrieved employees for costs incurred in direct consequence of the discharge of their duties
19 to Defendants, including but not limited to costs for required clothing/uniforms. Plaintiff and the
20 aggrieved employees incurred necessary business-related costs that were not fully reimbursed
21 by Defendants.

22 24. Throughout the relevant time period, Defendants fail to pay Plaintiff and other
23 aggrieved employees all earned wages at the time of separation for all hours worked, including
24 but not limited to the full amount minimum wages, overtime wages, double time wages, meal
25 period premiums, rest period premiums, and offset actual wages by failing to reimburse business
26 expenses.

27 25. Plaintiff seeks, among other things, civil penalties under the PAGA on behalf of
28 the LWDA and all other aggrieved employees. Throughout the relevant time period, Defendants

1 knowingly and willfully engaged and continue to engage in an unlawful scheme to avoid
2 complying with California wage and hour laws and other employee rights and benefits.

3 26. The underpayment of wages, Labor Code violations, and Wage Order violations
4 upon Plaintiff and the aggrieved employees are a consequence of Defendants' unlawful policies
5 and practices which were centrally devised, implemented, communicated, and applied to
6 Plaintiff and the aggrieved employees.

7 27. Plaintiff brings this action seeking to be the representative for the State of
8 California and all other aggrieved employees who all have been exposed to, have suffered, and/or
9 were permitted to work under, Defendant's unlawful employment practices as alleged herein,
10 and to recover civil penalties on their behalf.

11 **FIRST CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **Violation of Labor Code §§2698, *et seq.***

14 (Against all Defendants)

15 28. Plaintiff, in a solely representative capacity on behalf of the State of California
16 and on behalf of all other aggrieved employees, herein, re-alleges and incorporates each and
17 every one of the allegations contained in the preceding paragraphs as if fully set forth herein.

18 29. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004,
19 provides for a civil penalty to be assessed and collected by the Labor and Workforce
20 Development Agency (LWDA), or any of its departments, divisions, commissions, boards,
21 agencies or employees for a violation of the Labor Code, may be recovered through a civil action
22 by an aggrieved employee on behalf of himself or herself, and/or collectively on behalf of all
23 other current or former employees.

24 30. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
25 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is
26 authorized to exercise the same discretion, subject to the same limitations and conditions to
27 assess a civil penalty.

28 31. Plaintiff and Defendants' non-exempt hourly employees who provide production

1 services for Defendants are “aggrieved employees” as defined by Labor Code §2699, in that they
2 are all current or former employees of Defendants, and one or more of the alleged violations was
3 committed against them.

4 32. Plaintiff gave written notice electronically to the LWDA, and by certified mail to
5 Defendants of the specific provisions of this code alleged to have been violated, including the
6 facts and theories to support the alleged violations as required by Labor Code §2699.3. More
7 than 65 days has lapsed since notice to the LWDA and the LWDA has not responded to
8 Plaintiff’s notice. Accordingly, Plaintiff may commence a civil action to recover civil penalties
9 on behalf of other current and former employees under Labor Code §2699 pursuant to §2699.3.

10 33. Plaintiff asserts all of the claims in this Complaint against Defendants, on behalf
11 of the aggrieved employee class in her capacity as a private attorney general and seeks all
12 applicable civil penalties available under the Labor Code for these alleged violations of Labor
13 Code sections 201, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2802, 2804 and IWC Wage
14 Order No. 8-2001.

15 34. Pursuant to Labor Code §2699, Plaintiff, on behalf of the aggrieved employee
16 class, requests and seeks to recover from the Defendants applicable penalties related to
17 Defendants’ failure to provide accurate wage statements, failure to pay all minimum, overtime
18 and/or double time wages, failure to pay premium wages at the correct regular rate of pay, failure
19 to provide meal and/or rest periods and/or pay meal and/or rest period premium payment at the
20 regular rate of pay in lieu of providing meal and/or rest periods, and failure to reimburse business
21 expenses, and all wages due at separation. Plaintiff is further entitled to attorneys’ fees and costs
22 pursuant to Labor Code §2699(k)(1), as well as all civil penalties, including, but not limited to:

23 1) Penalties under Code of Regulations, Title 8 §11080 in the amount of \$50 for
24 each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved
25 employee per pay period for each subsequent violation;

26 2) Penalties under Labor Code §558, in addition to and entirely independent and
27 apart from other penalties provided under the Labor Code, in the amount of \$50 for each
28 underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in

1 addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent
2 violation for each underpaid employee for each pay period for which the employee was
3 underpaid in addition to an amount sufficient to recover underpaid wages, with all wages
4 recovered pursuant to Labor Code §558 provided to the affected employees;

5 3) Penalties under Labor Code §226.3, in addition to and entirely independent and
6 apart from other penalties provided in the Labor Code, in the amount of \$250 for each aggrieved
7 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay
8 period for each subsequent violation;

9 4) Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely
10 independent and apart from other penalties provided in the Labor Code and for Labor Code
11 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee
12 per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for \$200 for each
13 aggrieved employee per pay period for each violation.

14 35. Any and all additional civil penalties and sums as provided by the Labor Code
15 and/or other statutes.

16 36. Plaintiff seeks and is entitled to have 65% of all penalties obtained be allocated
17 to the LWDA and 35% to aggrieved employees.

18 37. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and
19 costs pursuant to Labor Code §§2699(k)(1).

20 **IV. PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays judgment as follows:

22 1. On behalf of all other aggrieved employees and the LWDA, for all civil penalties
23 authorized by Labor Code §2699, including but not limited to:

24 a) For civil penalties per Labor Code §226.3 in the amount of \$250 for each
25 aggrieved employee per pay period for each violation, and \$1,000 for each
26 aggrieved employee per pay period for each subsequent violation;

27 b) For civil penalties pursuant to Labor Code §558 as follows:

28 i. For any initial violation, fifty dollars (\$50) for each underpaid

1 employee for each pay period for which the employee was
2 underpaid in addition to an amount sufficient to recover
3 underpaid wages;

4 ii. For each subsequent violation, one hundred dollars (\$100) for
5 each underpaid employee for each pay period for which the
6 employee was underpaid in addition to an amount sufficient to
7 recover underpaid wages;

8 c) For civil penalties per Code of Regulations, Title 8 §11080 in the amount of \$50
9 for each aggrieved employee per pay period for the initial violation, and \$200 for
10 each aggrieved employee per pay period for each subsequent violation;

11 d) For civil Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely
12 independent and apart from other penalties provided in the Labor Code and for
13 Labor Code violations without a specific civil penalty, in the amount of \$100 for
14 each aggrieved employee per pay period for each violation, or pursuant to Labor
15 Code §2699(f)(2)(B) for \$200 for each aggrieved employee per pay period for
16 each violation, and;

17 2. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §2699(k)(1),
18 and all other applicable law; and

19 3. For all such other and further relief that the Court may deem just and proper.
20

21 Dated: 9/4/26

THE MYERS LAW GROUP, A.P.C.

22
23 By: 

24 Jason Hatcher,
25 Cassandra A. Castro,
26 Andriana N. Bravo
27 Attorneys for Plaintiff and all others similarly
28 situated.

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730.

On September 4, 2026, I served the foregoing document described as **FIRST AMENDED COMPLAINT** by serving the interested parties in this action addressed as follows:

Nathaniel H. Jenkins, Esq. njenkins@littler.com McKenzie Rugo, Esq. mrugo@littler.com Sophia Masada smasada@littler.com Rosa Dyer rdyer@littler.com	Littler Mendelson P.C. 500 Capitol Mall, Suite 2000 Sacramento, CA 95814
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I am “readily familiar” with the firm’s practice of services of process. Under that practice, this document would be deposited:

____ (BY MAIL): with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.
____ (BY UPS) Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.
____ (BY PERSONAL SERVICE) I caused such envelope(s) to be personally served by messenger to the above addresses(s)
 X (BY ELECTRONIC SERVICE) I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is kchavez@myerslawgroup.com

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

Executed September 4, 2026 at Rancho Cucamonga, California.


Kelvin Chavez