FILED
10/29/2026 5:31 PM
Clerk of the Napa Superior Court
By: Ellie Bowden, Deputy

RYAN T. KUHN, SBN 324538
Ryan@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
KIRYL KARPIUK, SBN 359697
kiryl@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
CARLOS DANIEL ANGUAMEDA SALAZAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

CARLOS DANIEL ANGUAMEDA SALAZAR, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

PACIFIC STEEL GROUP, LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26CV001075

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Amended as a Matter of Right Pursuant to Labor Code §2699.3(a)

(1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
(2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
(3) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
(4) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
(5) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
(6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
(7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
(8) Violation of Cal. Labor Code § 227.3 (Failure to Pay Accrued Vacation)
(9) Violation of Cal. Business & Professions Code § 17200, et seq.
(10) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

Plaintiff CARLOS DANIEL ANGUAMEDA SALAZAR ("Plaintiff"), individually and on behalf of other members of the general public similarly situated, and as Private Attorney General, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants PACIFIC STEEL GROUP, LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as "Defendants") for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, failure to reimburse necessary business-related expenses, and failure to pay accrued but unused vacation time.

2. Plaintiff's First through Ninth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's Tenth Cause of Action is brought solely as a representative action, and solely as a Private Attorney General, on behalf of the State of California for all aggrieved employees of Defendants against whom a violation of the same provision was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq*; *Balderas v. Fresh Start Harvesting, Inc*., 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and *Johnson v. Maxim Healthcare Services, Inc*., 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved employee against whom the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Napa.

PARTIES

7. Plaintiff CARLOS DANIEL ANGUAMEDA SALAZAR is an individual residing in the County of Napa, State of California. Plaintiff is not suing in his individual capacity with respect to his Tenth Cause of Action. Instead, he is proceeding therein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Plaintiff is an Aggrieved Employee as defined under PAGA because he was employed by Defendant and suffered the labor code violations alleged herein.

8. Defendant PACIFIC STEEL GROUP, LLC, is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of California and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and

authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. PACIFIC STEEL GROUP, LLC and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Napa, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Tenth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

14. Plaintiff reserves the right to establish other subclasses as appropriate.

15. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50)

individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency 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 this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

a. Whether Defendants' failure to pay wages, without abatement, or reduction, in

accordance with the California Labor Code was willful;

b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods in violation of California law;

c. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;

d. Whether Defendants deprived Plaintiff and the other Class Members of meal periods or required Plaintiff and the other Class Members to work during meal periods without compensation;

e. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided with a legally compliant meal period;

f. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;

g. Whether Defendants failed to pay Plaintiff and the other Class Members the required minimum wage pursuant to California law;

h. Whether Defendants failed to pay Plaintiff and the other Class Members proper overtime compensation pursuant to California law;

i. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;

j. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code section 2802;

k. Whether Defendants failed to pay accrued and unused vacation time in violation of Labor Code section 227.3;

l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;

m. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;

n. Whether Defendants' conduct was with malice, fraud or oppression;

o. Whether Defendants' conduct was willful or reckless;

p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*. based on their improper withholding of compensation and deduction of wages;

q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

r. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendants are a steel fabrication company.

18. Defendants employed Plaintiff to work as a Machine Operator from approximately May 2021, to November 2025.

19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

20. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and the Aggrieved Employees.

21. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in

an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented time rounding practices that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees, including minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free meal periods in violation of California law. Defendants also failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, and failed to pay wages owed for accrued vacation time upon termination of employment.

23. Throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

24. Throughout the time period involved in this case, Defendants did not adequately

inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for which they were not compensated.

25. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

26. Throughout the time period involved in this case, Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and the Aggrieved Employees were regularly required to perform work off the clock for which they were not compensated.

27. Throughout the time period involved in this case, Defendants employed a time rounding policy that was not neutral and designed to consistently round time in Defendants' favor, ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all time worked.

28. Throughout the time period involved in this case, Defendants implemented policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.

29. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

30. Throughout the time period involved in this case, Defendants regularly failed to pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

31. Throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

32. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock, implementing time rounding policies that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees.

33. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages owed to them upon termination within the time permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including overtime compensation and minimum wages within any time permissible under California Labor Code section 202.

34. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not receive payment of all wages, including overtime compensation, minimum wages, meal period premiums, and vested by unused vacation time.

35. Throughout the time period involved in this case, Defendants regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, all applicable hourly rates, number of piece-rate units paid and any applicable piece rate, and the name and address of the legal entity of the employer.

36. Throughout the time period involved in this case, Defendants regularly failed to keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants knew or should have known that Defendants were required to keep complete and

accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

37. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

38. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees for vested but unused vacation time. Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were entitled to receive all wages owed to them upon termination, including vested and unused vacation time. Plaintiff, the Class, and Aggrieved Employees did not receive payment of all final wages owed to them upon discharge or resignation, including vested and unused vacation time.

39. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, including but not limited to work uniforms. Defendants knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

40. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

41. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

43. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

44. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other Class Members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

45. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

46. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

47. During the relevant time period, Plaintiff and the other Class Members regularly worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

48. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other Class Members.

49. Defendants' failure to pay Plaintiff and the other Class Members the unpaid

balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

50. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

52. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

53. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

54. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

55. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and

the employee only if the first meal period was not waived.

56. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

57. During the relevant time period, Plaintiff and the other Class Members who were scheduled to work for a period of time in excess of ten (10) hours were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

58. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other Class Members to miss their meal periods and to take meal periods that were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

59. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

60. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

61. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against All Defendants)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

63. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

64. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

65. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203)

(Against All Defendants)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

68. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

69. During the relevant time period, the employment of Plaintiff and many other Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants

intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of their leaving Defendants' employ.

70. Defendants' failure to pay Plaintiff and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

71. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

72. Plaintiff and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 204 and 210)

(Against All Defendants)

73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above

74. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

75. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

76. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

77. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

78. Plaintiff and other Class Members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

80. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

81. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, all applicable hourly rates, number of piece-rate units paid and any applicable piece rate, and the name and address of the legal entity of the employer.

82. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

83. More specifically, Plaintiff and the Class have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

84. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

85. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against All Defendants)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

87. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

88. Plaintiff and the Class incurred necessary business-related expenses and costs that

were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

89. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 227.3)

(Against All Defendants)

90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

91. California Labor Code § 227.3 affirms "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served."

92. Defendants' failure to pay Class Members unused and accrued vested vacation time at the time of the Class Members' separation from employment with Defendants violates Labor Code § 227.3.

93. As a direct and proximate result of Defendants' conduct, Plaintiff and similarly situated Class Members have suffered substantial losses according to proof, as well as pre-judgment interest, costs, and attorneys' fees pursuant to statute and applicable law.

NINTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, *et seq*.)

(Against All Defendants)

94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

96. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

97. A violation of California Business & Professions Code section 17200, *et seq*. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the Class, to work through their meal periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code sections 201, 202, 203 and 204.

98. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, 2802, and 227.3.

99. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

100. Plaintiff and the Class have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

101. Pursuant to California Business & Professions Code sections 17200, *et seq*., Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants

during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

103. Plaintiff brings his Tenth cause of action solely as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), on behalf of the State of California for all aggrieved employees of Defendants against whom the alleged violations were committed.

104. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

105. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore, an "aggrieved employee" under PAGA.

106. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage

compensation in violation of Labor Code §§ 1194 and 1198 *et seq*.

b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq*.

c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.

d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.

e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.

f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

j. Failing to pay Plaintiff and the Aggrieved Employees for all vested but unused vacation time in violation of Labor Code § 227.3.

107. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and

is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor Code sections 2699, 210, 225.5, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

108. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On May 15, 2026, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff's May 15, 2026, notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

109. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

110. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code § 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general, prays for relief and judgment against

Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff be appointed as the representative of the Class;

3. That counsel for Plaintiff be appointed as Class Counsel; and

4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to

proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

18. For general unpaid wages and such general and special damages as may be appropriate;

19. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

20. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

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

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

23. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

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

26. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

27. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

28. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

30. For statutory penalties pursuant to California Labor Code section 210;

31. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

32. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

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

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

35. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

38. For the imposition of civil penalties and/or statutory penalties;

39. For reasonable attorneys' fees and costs of suit incurred herein; and

40. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 227.3, 201, 202, and 203 by failing to pay Plaintiff and the other class members for all vested and unpaid vacation wages;

42. For vested unpaid vacation wages and penalties according to proof;

43. For all interest on wages owed;

44. For all reasonably attorneys' fees and costs recoverable by law; and

45. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq*. by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 227.3, 1174(d), 2800, and 2802;

47. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

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

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

50. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq*.; and

51. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

52. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the California Labor Code;

53. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

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

Dated: October 29, 2026

PROTECTION LAW GROUP, LLP

By: Ryan T. Kuhn

Ryan T. Kuhn
Chrstine V. Reyes
Kiryl Karpiuk
Attorneys for Plaintiff
CARLOS DANIEL ANGUAMEDA SALAZAR