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on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

JORGE VENTURA IRIAS, an individual and  
on behalf of all others similarly situated,  
Plaintiff,

v.

HARTWELL CORPORATION, a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 30-2026-01569496-CU-OE-CXC

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PRODUCE REQUESTED RECORDS;
10. VIOLATION OF LABOR CODE § 227.3;  
and
11. UNFAIR COMPETITION.

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12. CIVIL PENALTIES UNDER THE  
LABOR CODE PRIVATE ATTORNEYS’  
GENERAL ACT (2004) FOR  
VIOLATIONS OF LABOR CODE  
SECTIONS 210, 226.3, 558, 1174.5,  
1197.1, AND 2699, *et seq.*

**DEMAND FOR JURY TRIAL**

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff JORGE VENTURA IRIAS, on behalf of Plaintiff and all others similarly situated,  
2 alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against  
6 Hartwell Corporation, and any of its respective subsidiaries or affiliated companies within the State  
7 of California (“Hartwell,” collectively, with DOES 1 through 100, as further defined below,  
8 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt employees in  
9 California employed by or formerly employed by Defendants (“Class Members”).

10 2. This is also a representative action, pursuant to the Labor Code Private Attorneys  
11 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and  
12 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of  
13 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of  
14 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,  
15 in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,  
16 203, 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 432, 432.5, 510, 551, 552,  
17 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 1197.5, 2800, 2802,  
18 2810.5, 2699, among others, Business and Professions Code sections 16600, and 16700, as well as  
19 applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked for  
20 Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent  
21 only non-exempt current and former employees that worked for Defendants during the PAGA Period.  
22 Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period”  
23 refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of  
24 notice to the LWDA into perpetuity.

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**PARTIES**

**A. Plaintiff**

3. Plaintiff JORGE VENTURA IRIAS is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, an Assembler B, including assembling airplane parts for production. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff JORGE VENTURA IRIAS worked for Defendants from approximately November 2023 through approximately May of 2025.

**B. Defendants**

4. Plaintiff is informed and believes and based thereon alleges that defendant Hartwell is, and at all times relevant hereto was, a corporation existing under and by virtue of the laws of the State of California and doing business in the County of Orange, State of California. At all relevant times herein, Hartwell employed Plaintiff and similarly situated employees within the State of California.

5. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

6. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include Hartwell, and any of their parent, subsidiary, or affiliated companies within the State of California, and DOES 1 through 100 identified herein.

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**FACTUAL BACKGROUND**

12. Defendants knew or should have known Plaintiff and Class Members were entitled to receive wages for all time worked, including regular, overtime, and double times wages. Plaintiff is informed and believes, and thereon alleges Defendants failed to pay Plaintiff and Class Members all wages owed for work required to be performed in violation of California state wage and hour laws.

13. Plaintiff is informed and believes, and thereon alleges, Defendants maintains a practice and/or policy of failing to track all minutes actually worked by Plaintiff and Class Members and failing to pay Plaintiff and Class Members for all minutes worked at the proper rates of pay. Defendants engaged, suffered, or permitted Plaintiff and Class Members to work off the clock, including, without limitation, by requiring Plaintiff and Class Members to suffer under Defendants' control by waiting in long lines to clock in; clock out for meal periods and continue working; and record their scheduled hours, rather than actual time worked. By way of example, Plaintiff and, upon information and belief, Class Members were often required to record a timely and compliant 30-minute meal period but would continue working through their scheduled meal period. Moreover, Defendants required Plaintiff and, upon information and belief, Class Members to record their scheduled hours, rather than actual time worked, failing to capture the additional time Plaintiff, and upon information and belief, Class Members, worked.

14. In addition, Defendants failed to include all forms of remuneration, including non-discretionary bonuses, incentive pay, awards, and other forms of remuneration into the regular rate of pay during pay periods where overtime was worked. Specifically, Defendants paid Plaintiff a \$600 bonus for the pay period 4/28/2024 - 5/11/2024, during which Plaintiff worked 22.72 hours of overtime; a \$300 bonus for the pay period 8/8/2024 - 8/8/2024 and paid on 8/9/2024, during which Plaintiff worked 20.32 hours of overtime from 8/4/2024-8/17/2024; a \$200 bonus and \$250 "EE Ref Bonus" for pay period 9/29/2024 -10/12/2024, during which Plaintiff worked 3.90 hours of overtime; and a \$547.94 award, paid on 12/13/2024, where Plaintiff worked 34.62 hours of overtime from 12/08/2024 - 12/21/2024. At no point were any of these forms of remuneration factored into Plaintiff's overtime rate of pay. Moreover, Defendants detrimentally edited and/or manipulated time entries so the hours recorded were less than the hours actually worked. Plaintiff recalls that if he was not

1 provided a compliant meal period, Defendants would raise this with Plaintiff and inform Plaintiff that  
2 Defendants would retroactively change Plaintiff's hours to show a compliant lunch.

3 15. Defendants knew or should have known that Plaintiff and Class Members were entitled  
4 to receive full, timely thirty (30) minute uninterrupted meal period for days on which they worked  
5 more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for  
6 days on which they worked in excess of ten (10) hours in a work day, yet failed to provide Plaintiff  
7 and Class Members with legally complaint meal periods and failed to provide compensation for such  
8 unprovided meal periods as required by California wage and hour laws.

9 16. By way of example, Defendants regularly denied Plaintiff and Class Members lawful  
10 meal periods by, without limitation, failing to provide meal periods all together; interrupting meal  
11 periods; not providing timely meal periods; failing to provide second meal periods; and not permitting  
12 employees to leave the premises. By way of example, Plaintiff was not provided with a second meal  
13 period or meal penalty premium for shifts exceeding 10 hours, from 1/22/2024 – 1/26/2024.  
14 Additionally, Defendants required Plaintiff, and upon information and belief, Class Members, to  
15 record timely 30-minute meal periods, rather than the actual time and duration of the employee's meal  
16 period. Plaintiff, and upon information and belief, Class Members, were often required to continue  
17 working through their meal period, or would have their meal period cut short, due to a heavy workload.

18 17. Defendants knew or should have known that Plaintiff and Class Members were entitled  
19 to receive a full ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or  
20 major fraction thereof yet failed to authorize and permit Plaintiff and Class Members to take legally  
21 complaint rest periods and failed to provide compensation for such unprovided rest periods as required  
22 by California wage and hour laws.

23 18. By way of example, Defendants regularly denied Plaintiff and Class Members lawful  
24 rest periods by, without limitation, failing to provide rest periods all together; interrupting rest periods;  
25 not providing rest periods in a timely fashion; and not permitting employees to leave the premises  
26 during rest periods. Plaintiff's, and upon information and belief, Class Members', rest periods were  
27 often forgone or cut short by Defendants due to heavy work loads and demands.

28 19. Defendants knew or should have known that Plaintiff and Class Members who

1 separated from their employment with Defendants during the statutory period were entitled to timely  
2 payment of all wages due. Plaintiff is informed and believes, and thereon alleges, that Defendants  
3 failed to pay Plaintiff and Class Members the full amount of their wages owed to them upon  
4 termination and/or resignation as required by Labor Code sections 201 and 202, including for, without  
5 limitation, failing to pay overtime wages, minimum wages, premium wages, and vacation pay  
6 pursuant to Labor Code section 227.3. Specifically, Plaintiff was terminated on 5/22/2025 but did not  
7 receive his final paycheck until 5/30/2025.

8 20. Defendants knew or should have known that Plaintiff and Class Members were entitled  
9 to receive complete and accurate wage statements and failed to abide by the requirements of Labor  
10 Code section 226. Plaintiff is informed and believes, and thereon alleges that Defendants failed to  
11 furnish Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages  
12 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay  
13 period and the corresponding number of hours worked at each hourly rate; and other such information  
14 as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants failed to  
15 furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and  
16 net wages paid.

17 21. Defendants knew or should have known that Plaintiff and Class Members were entitled  
18 to receive all wages earned twice during each calendar month, on days designated in advance by  
19 Defendants as the regular paydays. Plaintiff is informed and believes, and thereon alleges, Defendants  
20 failed to pay Plaintiff and Class Members the full amount of wages earned in a timely fashion as  
21 required under Labor Code section 204.

22 22. Defendants knew or should have known that Plaintiff and Class Members were entitled  
23 to be reimbursed for necessary expenses incurred in the discharge of their duties. Plaintiff is informed  
24 and believes, and thereon alleges, Defendants failed to indemnify Plaintiff and Class Members for the  
25 costs incurred for purchasing tools necessary to perform work duties including screws, nuts, hammers,  
26 and sockets. Plaintiff recalls spending approximately \$400 on tools out of pocket.

27 23. Defendants knew or should have known that Plaintiff and Class Members were entitled  
28 to the timely payment of wages upon termination. Plaintiff is informed and believes, and thereon

1 alleges, Defendants failed to pay Plaintiff and Class Members, the full amount of their wages owed  
2 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,  
3 including for failing to pay overtime wages, minimum wages, premium wages, and vacation pay at  
4 their final rate of pay pursuant to Labor Code section 227.3.

5 24. Defendants knew or should have known that Plaintiff and Class Members were entitled  
6 to paid sick leave at their regular rate of pay. Plaintiff is informed and believes, and thereon alleges,  
7 Defendants failed to provide Plaintiff and Class Members with the rights provided to them under the  
8 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*  
9 Employee is further informed and believes that the sick pay was not provided at the proper regular of  
10 pay as required under California law due to failure to properly calculate the regular rate.

11 25. Plaintiff is further informed and believes, and based thereon alleges, that Defendants  
12 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with  
13 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at  
14 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required  
15 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that the  
16 sick pay was not provided at the proper regular of pay as required under California law due to failure  
17 to properly calculate the regular rate. Plaintiff is additionally informed and believes that the notice  
18 requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or  
19 workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these  
20 Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved  
21 Employees have personally suffered violations under these sections and Defendants would be liable  
22 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and  
23 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.  
24 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above  
25 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be  
26 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 26. In addition to the above, Plaintiff is informed and believes, and based thereon alleges  
28 that Defendants failed and continue to fail to keep adequate or accurate time records including wage

1 statements and similar payroll documents under Labor Code section 226, documents signed to obtain  
2 or hold employment under Labor Code section 432, personnel records under Labor Code section  
3 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other  
4 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also  
5 failed to provide all documents requested by Plaintiff on April 10, 2026, in violation of these Labor  
6 Code sections, including but not limited to all time records in violation of Labor Code section 1174.  
7 Plaintiff and the Aggrieved Employees personally suffered these violations, which in turn would  
8 entitle Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226  
9 and 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,  
10 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'  
11 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would  
12 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 27. Plaintiff is further informed and believes, and based thereon alleges that Defendants  
14 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor  
15 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to  
16 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay  
17 applicable to their employment; any allowances claimed as part of the minimum wage; the regular  
18 payday designated by Defendants; the name of the employer, including any "doing business as" names  
19 used by the employer; the physical address of the employer's main office and the telephone number  
20 of the employer; the name, address and telephone number of the workers' compensation insurance  
21 carrier; information regarding paid sick leave; and other pertinent information required to be disclosed  
22 by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants'  
23 failure to provide such information, including rates of pay that are in effect, has permitted Defendants  
24 to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime  
25 wage laws in California. Plaintiff is informed and believes that Defendants violated Labor Code  
26 sections 1198 and 2810.5. Plaintiff and other Aggrieved Employees personally suffered these  
27 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
28 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other

1 relief, employees may collect from Defendants in connection with these violations' civil penalties  
2 pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)  
3 and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section  
4 2699(f)(2)(B)(ii).

5 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
6 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or  
7 disclosing the skills, knowledge and experience they obtained at Defendants for purposes of  
8 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved  
9 Employees from disclosing their wages in negotiating a new job with a prospective employer, and  
10 from disclosing who else works at Defendants and under what circumstances that they might be  
11 receptive to an offer from a rival employer. Specifically, Employer's "Employee Confidentiality and  
12 Non-Disclosure Agreement" prohibits employees from engaging in work or activities with a  
13 substantially similar business without written consent from Employer. As such, Plaintiff is informed  
14 and believes that this violates Business and Professions Code sections 16600 and 16700, and, by virtue  
15 thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,  
16 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered  
17 these violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'  
18 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would  
19 be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under  
20 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to  
21 Labor Code section 2699(f)(2)(B)(ii).

22 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
23 has a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing  
24 violations of state and federal law, either within Employer to their managers or outside of Defendants  
25 to private attorneys or government officials, among others, in violation of Labor Code section 1102.5.  
26 Plaintiff and other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is  
27 informed and believes that these policies and/or practices prevent Plaintiff and other Aggrieved  
28 Employees from disclosing information about unsafe or discriminatory working conditions, or about

1 wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. For example,  
2 Employer's "Employee Confidentiality and Non-Disclosure Agreement" prohibits employees from  
3 discussing personnel and financial information. Plaintiff and other Aggrieved Employees personally  
4 suffered these violations of the Labor Code, and as such, these violations would expose Defendants  
5 to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief  
6 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon  
7 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or  
8 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section  
9 2699(f)(2)(B)(ii).

10 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and  
11 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in  
12 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose  
13 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections  
14 96(k), 98.6, 232, 232.5, 1197.5(k), and 1198. Plaintiff is informed and believes that this lawful conduct  
15 includes, without limitation, the exercise of Plaintiff and other Aggrieved Employee's constitutional  
16 rights of freedom of speech and economic liberty. As included above, "Employee Confidentiality and  
17 Non-Disclosure Agreement" prohibits employees from discussing personnel and financial  
18 information. Plaintiff and other Aggrieved Employees personally suffered these violations and would  
19 thus expose Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699,  
20 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and  
21 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,  
22 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor  
23 Code section 2699(f)(2)(B)(ii).

24 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants,  
25 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved  
26 Employees to agree, in writing, to terms and conditions known by Defendants (and its agents,  
27 managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-  
28 compete agreements, purported confidentiality agreements, and other written documents presented

1 for signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also  
2 required Plaintiff and Aggrieved Employees to inform prospective employers of Employer's  
3 restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is  
4 informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such,  
5 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved  
6 Employees personally suffered these violations. Plaintiff is further informed and believes, and based  
7 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent,  
8 or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections  
9 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would  
10 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 32. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action  
12 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 245, *et*  
13 *seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section  
14 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and  
15 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to  
16 indemnify work-related expenses, failing to pay vested vacation time and/or sick time at the proper  
17 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

18 33. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to  
19 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)  
20 prohibiting Defendants from further violating the Labor Code and requiring the establishment of  
21 appropriate and effective means to prevent further violations, as well as all monies owed but withheld  
22 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution  
23 of amounts owed.

#### 24 **CLASS ACTION ALLEGATIONS**

25 34. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action  
26 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and  
27 former non-exempt employees of Defendants within the State of California at any time commencing  
28 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class

1 action is provided to the class (collectively referred to as “Class Members”).

2 35. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)  
3 to amend or modify the class description with greater specificity, further divide the defined class into  
4 subclasses, and to further specify or limit the issues for which certification is sought.

5 36. This action has been brought and may properly be maintained as a class action under  
6 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of  
7 interest in the litigation and the proposed Class is easily ascertainable.

8 **A. Numerosity**

9 37. The potential Class Members as defined are so numerous that joinder of all the  
10 members of the Class is impracticable. While the precise number of Class Members has not been  
11 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members  
12 employed by Defendants within the State of California.

13 38. Accounting for employee turnover during the relevant periods necessarily increases  
14 this number. Plaintiff alleges Defendants’ employment records would provide information as to the  
15 number and location of all Class Members. Joinder of all members of the proposed Class is not  
16 practicable.

17 **B. Commonality**

18 39. There are questions of law and fact common to Class Members. These common  
19 questions include, but are not limited to:

- 20 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours  
21 worked at a proper overtime rate of pay?
- 22 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for  
23 all other time worked at the employee’s regular rate of pay?
- 24 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class  
25 Members to take compliant meal periods?
- 26 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members  
27 with additional wages for missed or interrupted meal periods?
- 28 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class

Members to take compliant rest periods?

F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted rest periods?

G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

O. Are Class Members entitled to costs and attorneys' fees?

P. Are Class Members entitled to interest?

**C. Typicality**

40. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

1           **D. Adequacy of Representation**

2           41. Plaintiff will fairly and adequately represent and protect the interest of Class Members.  
3 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class  
4 actions.

5           **E. Superiority of Class Action**

6           42. A class action is superior to other available means for the fair and efficient adjudication  
7 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law  
8 and fact common to Class Members predominate over any questions affecting only individual Class  
9 Members. Class Members, as further described therein, have been damaged and are entitled to  
10 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the  
11 Labor Code, as set out herein.

12          43. Class action treatment will allow Class Members to litigate their claims in a manner  
13 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of  
14 any difficulties that are likely to be encountered in the management of this action that would preclude  
15 its maintenance as a class action.

16                                   **PAGA REPRESENTATIVE ALLEGATIONS**

17          44. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by  
18 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if  
19 not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover  
20 civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all other  
21 Aggrieved Employees of Defendants during the PAGA Period.

22          45. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative  
23 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*  
24 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the  
25 PAGA allegations described herein is not required.

26          46. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees  
27 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified  
28 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the

1   PAGA Period.

2       47.       Pursuant to Labor Code section 2699.3, on or around May 13, 2026, Plaintiff provided  
3   written notice of Defendants' violation of various provisions of the Labor Code to the LWDA online  
4   and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

5       48.       Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not  
6   provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)  
7   calendar days of the PAGA Notice.

8       49.       To the extent Defendants, or either of them, previously used the notice and cure  
9   provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then  
10   Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to  
11   cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation  
12   conference process pursuant to section 2699.3(f).

13       50.       In the event that Defendants, or either of them, is/are determined to have satisfied  
14   sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have  
15   satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to  
16   Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

17       51.       In the event that Defendants, or either of them, is/are determined to have, prior to this  
18   notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff  
19   and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions  
20   identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section  
21   2699(g)(1)-(3).

22       52.       In the event that Defendants, or either of them is/are deemed to have adequately taken  
23   all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)  
24   days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor  
25   Code section 2699(h)(1)-(3).

26       53.       In the event, the LWDA and/or a court issued a finding or determination to the  
27   Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the  
28   policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or

1 any of them, would be subject to heightened penalties pursuant to Labor Code sections  
2 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor  
3 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the  
4 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as  
5 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other  
6 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,  
7 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack  
8 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

### 9 **FIRST CAUSE OF ACTION**

#### 10 **(Failure to Pay Overtime Wages – Against All Defendants)**

11 54. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
12 preceding paragraphs as though fully set forth hereat.

13 55. At all relevant times, Plaintiff and Class Members were employees or former  
14 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable  
15 Wage Orders.

16 56. At all times relevant to this complaint, Labor Code section 510 was in effect and  
17 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in  
18 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at  
19 the rate of no less than one and one-half times the regular rate of pay for an employee."

20 57. At all times relevant to this complaint, Labor Code section 510 further provided that  
21 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice  
22 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh  
23 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

24 58. For four (4) years prior to the filing of the complaint in this action through the present,  
25 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight  
26 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive  
27 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,  
28 including but not limited to, Defendants requiring Plaintiff and Class Members to suffer under

1 Defendants' control by waiting in long lines to clock in; clock out for meal periods and continue  
2 working; and record their scheduled hours, rather than actual time worked. By way of example,  
3 Plaintiff and, upon information and belief, Class Members, were often required to record a timely and  
4 compliant 30-minute meal period but would continue working through their scheduled meal period.  
5 Moreover, Defendants required Plaintiff and, upon information and belief, Class Members, to record  
6 their scheduled hours, rather than actual time worked, failing to capture the additional time Plaintiff,  
7 and upon information and belief, Class Members, worked. In addition, Defendants failed to include  
8 all forms of remuneration, including non-discretionary bonuses, incentive pay, and awards into the  
9 regular rate of pay during pay periods where overtime was worked. Moreover, Defendants  
10 detrimentally edited and/or manipulated time entries, so the hours recorded were less than the hours  
11 actually worked.

12 59. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)  
13 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without  
14 properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion,  
15 willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable  
16 IWC Wage Orders, and California law.

17 60. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been  
18 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus  
19 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and  
20 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

## 21 **SECOND CAUSE OF ACTION**

### 22 **(Failure to Pay Minimum Wages – Against All Defendants)**

23 61. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
24 preceding paragraphs as though fully set forth hereat.

25 62. At all relevant times, Plaintiff and Class Members were employees or former  
26 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

27 63. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class  
28 Members were entitled to receive minimum wages for all hours worked or otherwise under

1 Defendants' control.

2 64. For four (4) years prior to the filing of the complaint in this action through the present,  
3 Defendants required requiring Plaintiff and Class Members to suffer under Defendants' control by  
4 waiting in long lines to clock in; clock out for meal periods and continue working; and record their  
5 scheduled hours, rather than actual time worked. By way of example, Plaintiff and, upon information  
6 and belief, Class Members, were often required to record a timely and compliant 30-minute meal  
7 period but would continue working through their scheduled meal period. Moreover, Defendants  
8 required Plaintiff and, upon information and belief, Class Members, to record their scheduled hours,  
9 rather than actual time worked, failing to capture the additional time Plaintiff, and upon information  
10 and belief, Class Members, worked. In addition, Defendants failed to include all forms of  
11 remuneration, including non-discretionary bonuses, incentive pay, and awards into the regular rate of  
12 pay during pay periods where overtime was worked. Moreover, Defendants detrimentally edited  
13 and/or manipulated time entries so the hours recorded were less than the hours actually worked to the  
14 detriment of Plaintiff and Class Members.

15 65. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
16 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for  
17 all hours worked or otherwise due.

18 66. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections  
19 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover  
20 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,  
21 reasonable attorneys' fees and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **(Failure to Provide Meal Periods – Against All Defendants)**

24 67. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
25 preceding paragraphs as though fully set forth hereat.

26 68. At all relevant times, Plaintiff and Class Members were employees or former  
27 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

28 ///

1       69. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall  
2 employ an employee for a work period of more than five (5) hours without a timely meal break of not  
3 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,  
4 no employer shall employ an employee for a work period of more than ten (10) hours per day without  
5 providing the employee with a second timely meal period of not less than thirty (30) minutes in which  
6 the employee is relieved of all of his or her duties.

7       70. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee  
8 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,  
9 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of  
10 compensation for each workday that the meal period is not provided.

11       71. For four (4) years prior to the filing of the complaint in this action through the present,  
12 Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted  
13 meal periods every five hours of work without waiving the right to take them, as permitted. Moreover,  
14 Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of  
15 compensation on the occasions that Class Members were not provided compliant meal periods.

16       72. By their failure to provide Plaintiff and Class Members compliant meal periods as  
17 contemplated by Labor Code section 512, among other California authorities, and failing to provide  
18 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the  
19 provisions of Labor Code section 512 and applicable Wage Orders.

20       73. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
21 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed  
22 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

23       74. Plaintiff and Class Members are entitled to recover the full amount of their unpaid  
24 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus  
25 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,  
26 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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28 ///

1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Provide Rest Periods – Against All Defendants)**

3 75. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
4 preceding paragraphs as though fully set forth hereat.

5 76. At all relevant times, Plaintiff and Class Members were employees or former  
6 employees of Defendants covered by applicable Wage Orders.

7 77. California law and applicable Wage Orders require that employers “authorize and  
8 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work  
9 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3  
10 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts  
11 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest  
12 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)  
13 minutes of paid rest period.

14 78. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee  
15 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare  
16 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s  
17 regular rate of compensation for each work day that the rest period is not provided.

18 79. For four (4) years prior to the filing of the complaint in this action through the present,  
19 Plaintiff and Class Members were not authorized or permitted to take complete, timely 10-minute,  
20 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover,  
21 Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular rate of  
22 compensation on the occasions that Class Members were not authorized or permitted to take compliant  
23 rest periods.

24 80. By their failure to authorize and permit Plaintiff and Class Members to take rest periods  
25 contemplated by California law, and one (1) additional hour of pay at the employee’s regular rate of  
26 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the  
27 provisions of Labor Code section 226.7 and applicable Wage Orders.

28 81. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have

1 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed  
2 for rest periods that they were not authorized or permitted to take.

3 82. Plaintiff and Class Members are entitled to recover the full amount of their unpaid  
4 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest  
5 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of  
6 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

7 **FIFTH CAUSE OF ACTION**

8 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

9 83. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
10 preceding paragraphs as though fully set forth hereat.

11 84. At all relevant times, Plaintiff and Class Members were employees or former  
12 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable  
13 Wage Orders.

14 85. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were  
15 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.  
16 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge  
17 immediately upon termination. Class Members who resigned were entitled to payment of all wages  
18 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they  
19 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the  
20 time of resignation.

21 86. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years  
22 before the filing of the complaint in this action through the present, Defendants, due to the failure to  
23 provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned  
24 prior to resignation or termination in accordance with Labor Code sections 201 or 202.

25 87. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class  
26 Members all wages earned prior to termination or resignation in accordance with Labor Code sections  
27 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class  
28 Members at the time of termination in accordance with Labor Code sections 201 and 202, but

intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

88. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

89. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

90. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

#### **SIXTH CAUSE OF ACTION**

##### **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

91. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

92. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

93. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; among other things.

94. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the complaint in this action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly

1 rate; among other things.

2 95. Defendants' failure to provide Plaintiff and Class Members with accurate wage  
3 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and  
4 the other Class Members with accurate wage statements, but willfully provided wage statements that  
5 Defendants knew were not accurate.

6 96. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have  
7 suffered injury. The absence of accurate information on Class Members' wage statements has delayed  
8 timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical  
9 computations to determine the amount of wages owed; causes difficulty and expense in attempting to  
10 reconstruct time and pay records; and led to submission of inaccurate information about wages and  
11 amounts deducted from wages to state and federal governmental agencies, among other things.

12 97. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are  
13 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code  
14 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay  
15 period, not to exceed an aggregate \$4,000.00 per employee.

16 98. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure  
17 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full  
18 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,  
19 and costs of suit.

## 20 **SEVENTH CAUSE OF ACTION**

### 21 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

22 99. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and  
23 incorporate each by reference as though fully set forth hereat.

24 100. At all relevant times, Plaintiff and Class Members were employees or former  
25 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

26 101. Labor Code section 204 provides that "[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days,  
27 inclusive, of any calendar month shall be paid for between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during  
28 which the labor was performed, and labor performed between the 16<sup>th</sup> and the last day, inclusive, of

1 any calendar month, shall be paid for between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.”

2 102. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely  
3 independent and apart from, any other penalty provided in this article, every person who fails to pay  
4 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and  
5 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars  
6 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful  
7 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25  
8 percent of the amount unlawfully withheld.”

9 103. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year  
10 before the filing of the complaint in this action through the present, Defendants employed policies and  
11 practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code  
12 section 204.

13 104. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to  
14 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred  
15 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each  
16 subsequent violation in connection with each payment that was made in violation of Labor Code  
17 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

18 105. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and  
19 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,  
20 interest, and their costs of suit, as well.

## 21 **EIGHTH CAUSE OF ACTION**

### 22 **(Failure to Indemnify – Against All Defendants)**

23 106. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
24 preceding paragraphs as though fully set forth hereat.

25 107. At all relevant times, Plaintiff and Class Members were employees or former  
26 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

27 108. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify  
28 his or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties . . .”

2 109. For three (3) years prior to the filing of the complaint in this action through the present,  
3 Defendants required Plaintiff and Class Members to incur necessary expenditures or losses in direct  
4 consequence of the discharge of their duties or at the obedience to the directions of Defendants that  
5 included, without limitation: purchasing tools necessary to perform work duties.

6 110. During that time period, Plaintiff is informed and believes, and based thereon alleges  
7 that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff sand Class Members  
8 for those losses and/or expenditures.

9 111. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have  
10 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-  
11 described losses and/or expenditures.

12 112. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and  
13 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement  
14 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

15 **NINTH CAUSE OF ACTION**

16 **(Failure to Produce Requested Records – Against All Defendants)**

17 113. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the  
18 preceding paragraphs of this complaint as though fully set forth hereon.

19 114. Pursuant to California Labor Code § 226(b), current and former employees have the  
20 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable  
21 request to their employer. Under this statute, an employer that receives a request to inspect or receive  
22 a copy of records pertaining to a current or former employee must comply with the request as soon as  
23 practicable, but no later than twenty-one calendar days from the date of the request.

24 115. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or  
25 his or her representative, has the right to inspect and receive a copy of the personnel records that the  
26 employer maintains relating to the employee's performance or to any grievance concerning the  
27 employee. Under this statute, upon written request from a current or former employee or his or her  
28 representative, an employer must make the contents of those personnel records available for inspection

1 or provide a copy of the personnel records to the current or former employee, or his or her  
2 representative, not later than thirty calendar days from the date the employer receives the written  
3 request, subject to some limited exceptions.

4 116. Plaintiff sent written requests through Plaintiff's counsel on April 10, 2026, to  
5 Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has  
6 not received all of the requested records as of the date of this complaint.

7 117. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years  
8 prior to the filing of this action through the present Defendants violated Labor Code sections 226 and  
9 1198.5 by failing to produce employment and personnel records upon request.

10 118. On information and belief, Defendants' failure to provide Plaintiff with all of the  
11 requested employment records is not an isolated incident but was instead consistent with Defendants'  
12 policy and practice that applied to Plaintiff and Class Members.

13 119. Pursuant to California Labor Code § 226(f) and 1198.5(k), Plaintiff and Class  
14 Members are entitled to penalties of seven hundred fifty dollars (\$750) from Defendants and attorneys'  
15 fees and cost.

16 **TENTH CAUSE OF ACTION**

17 **(Violation of Labor Code § 227.3 – Against All Defendants)**

18 120. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the  
19 preceding paragraphs of this complaint as though fully set forth hereon.

20 121. According to Labor Code section 227.3, whenever a contract of employment or  
21 employer policy provides for paid vacations, and an employee is terminated without having taken off  
22 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in  
23 accordance with such contract of employment or employer policy respecting eligibility or time served.

24 122. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant  
25 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and  
26 that Plaintiff's employment contract with Defendants included paid vacations.

27 123. For at least four (4) years prior to the filing of this action and continuing to the present,  
28 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated

1 employees or former employees within the State of California with compensation at their final rate of  
2 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

3 124. As a proximate result of Defendants' failure to pay vested vacation at the final rate of  
4 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code  
5 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their  
6 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and  
7 Class Members, on the one hand, and Defendants, on the other hand.

8 125. As a further proximate result of Defendants' above-described acts and/or omissions,  
9 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and  
10 prejudgment interest.

#### 11 **ELEVENTH CAUSE OF ACTION**

#### 12 **(Unfair Competition – Against All Defendants)**

13 126. Plaintiff realleges and incorporates by reference all of the allegations contained in the  
14 preceding paragraphs as though fully set forth hereat.

15 127. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct  
16 of Defendants alleged herein constitutes unfair competition within the meaning of Business and  
17 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges  
18 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least  
19 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a  
20 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees  
21 within the State of California with the rights provided to them under the Healthy Workplace Healthy  
22 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business  
23 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other  
24 comparable companies doing business in the State of California that comply with their obligations to  
25 compensate employees in accordance with the Labor Code.

26 128. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class  
27 Members have suffered injury in fact and lost money or property.

28 129. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public

1 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive  
2 advantage against other California employers. Pursuant to Business and Professions Code sections  
3 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that  
4 prohibits Defendants from further violating the Labor Code and requiring the establishment of  
5 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only  
6 incidentally and as a member of the general public. The primary purpose and effect of this prohibition  
7 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'  
8 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th  
9 945, 954; *accord* at 957.)

10 130. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all  
11 wages and other monies owed to them under the Labor Code, including interest thereon, in which  
12 Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay  
13 them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff  
14 and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their  
15 failure to comply with the Labor Code.

16 131. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure  
17 section 1032 and interest under Civil Code section 3287.

## 18 **TWELFTH CAUSE OF ACTION**

### 19 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

20 132. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the  
21 preceding paragraphs as though fully set forth hereat.

#### 22 **Civil Penalties Under Labor Code § 210**

23 133. At all relevant times herein, Labor Code section 204, requires and required that:  
24 “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for  
25 between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed, and labor performed  
26 between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for between the 1<sup>st</sup>  
27 and 10<sup>th</sup> day of the following month.”

28 134. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated

1 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
2 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,  
3 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial  
4 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each  
5 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each  
6 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

7 135. At all relevant times herein, Defendants have had a consistent policy or practice of  
8 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per  
9 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the  
10 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved  
11 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in  
12 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per  
13 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of  
14 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in  
15 connection with each payment that was made in violation of Labor Code section 204.

16 Civil Penalties Under Labor Code § 226.3

17 136. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of  
18 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
19 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each  
20 violation in a subsequent citation, for which the employer fails to provide the employee a wage  
21 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

22 137. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in  
23 this section are in addition to any other penalty provided by law.”

24 138. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and  
25 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by  
26 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that  
27 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of  
28 each employer with whom they have been placed to work; all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate; and other such  
2 information as required by Labor Code section 226, subdivision (a).

3 139. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are  
4 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision  
5 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for  
6 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period  
7 for each subsequent violation.

8 Violation of Labor Code § 558

9 140. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person  
10 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating  
11 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty  
12 as follows:

- 13 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each  
14 pay period for which the employee was underpaid in addition to an amount sufficient  
15 to recover underpaid wages;
- 16 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid  
17 employee for each pay period for which the employee was underpaid in addition to an  
18 amount sufficient to recover underpaid wages;
- 19 3) Wages recovered pursuant to this section shall be paid to the affected employee."

20 141. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each  
21 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating  
22 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections  
23 203, 226, 226.7, 1194 and 2802.

24 142. As a direct and proximate result of the herein-described Labor Code violations,  
25 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover  
26 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars  
27 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars  
28 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 1174.5

143. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

144. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

145. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

146. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

147. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records

1 under Labor Code section 1174.

2 148. As a direct and proximate result of the herein-described Labor Code violations,  
3 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to  
4 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five  
5 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

6 Violation of Labor Code § 1197.1

7 149. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other  
8 person acting either individually or as an officer, agent, or employee of another person, who pays or  
9 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local  
10 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated  
11 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as  
12 follows:

13 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for  
14 each underpaid employee for each pay period for which the employee is underpaid.

15 This amount shall be in addition to an amount sufficient to recover underpaid wages,  
16 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed  
17 pursuant to Section 203.

18 2) For each subsequent violation for the same specific offense, two hundred fifty dollars  
19 (\$250) for each underpaid employee for each pay period for which the employee is  
20 underpaid regardless of whether the initial violation is intentionally committed. This  
21 amount shall be in addition to an amount sufficient to recover underpaid wages,  
22 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed  
23 pursuant to Section 203.

24 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section  
25 203, recovered pursuant to this section shall be paid to the affected employee."

26 150. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused  
27 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely  
28

1 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved  
2 Employees at the proper rates of pay, as described above.

3 151. As a direct and proximate result of the herein-described Labor Code violations,  
4 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to  
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one  
6 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two  
7 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent  
8 violation.

9 Civil Penalties Under Labor Code § 2699

10 152. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other  
11 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and  
12 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or  
13 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action  
14 brought by an aggrieved employee on behalf of himself or herself and other current or former  
15 employees pursuant to the procedures specified in Labor Code section 2699.3.

16 153. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each  
17 of them, violated the Labor Code sections described in the preceding paragraphs.

18 154. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one  
19 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and  
20 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to  
21 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

22 155. Moreover, Plaintiff and other Aggrieved Employees within the State of California  
23 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in  
24 connection with their herein-described claims for civil penalties.

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1 **DEMAND FOR JURY TRIAL**

2 156. Plaintiff demands a trial by jury on all causes of action one (1) through twelve (12)  
3 contained herein.

4 **PRAYER**

5 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff  
6 prays for judgment against Defendants as follows:

- 7 A. An order certifying this case as a Class Action;
- 8 B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's  
9 counsel as Class counsel;
- 10 C. Damages for all wages earned and owed, including minimum, overtime wages, and  
11 unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194,  
12 1197 and 1199 and 227.3;
- 13 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 14 E. Damages for unpaid premium wages from missed meal and rest periods under,  
15 among other Labor Code sections, 512, 558.1 and 226.7;
- 16 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision  
17 (e) and 558.1;
- 18 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 19 H. Penalties for failing to produce records under Labor Code § 226(e) and 1198.5;
- 20 I. Penalties to timely pay wages under Labor Code section 210;
- 21 J. Damages under Labor Code sections 2802 and 558.1;
- 22 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,  
23 1197.1, and 2699;
- 24 L. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections  
25 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 26 M. Preliminary and permanent public injunctions under Labor Code section 17200, *et*  
27 *seq.* imposed for the benefit of the public prohibiting Defendants from further  
28 violating the California Labor Code and requiring the establishment of appropriate

1 and effective means to prevent future violations, thus permitting proper competition  
2 by other California employers;

3 N. Restitution of wages and benefits due which were acquired by means of any unfair  
4 business practice, according to proof;

5 O. Prejudgment and post-judgment interest at the maximum rate allowed by law;

6 P. For attorneys' fees in prosecuting this action;

7 Q. For costs of suit incurred herein; and

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

9  
10 Dated: July 29, 2026

BIBIYAN LAW GROUP, P.C.

11  
12 BY:

  
13 Bevin Pike  
14 Trisha Monesi  
15 Vasyl Shkviruk

16 Attorneys for Plaintiff Jorge Ventura Irias and on  
17 behalf of all others similarly situated and  
18 aggrieved  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my mailing address is 1460 Westwood Boulevard Los Angeles, California 90024.

On **July 29, 2026**, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE COMPLAINT**, to be served on the following person(s):

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*Attorneys for Defendant HARTWELL CORPORATION*



**BY U.S. MAIL:**

I caused each of the documents described above to be served in an envelope, with first-class postage thereon fully prepaid, and to be deposited in a recognized place of deposit of the U.S. Mail for collection and mailing to the office/residence of the addressee(s) on the date shown below following ordinary business practices.

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

Executed on **July 29, 2026**, at Los Angeles, California.

  
\_\_\_\_\_  
Xochitl Tapia