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 on behalf of themselves and others similarly situated

FILED
 Superior Court of California
 County of Los Angeles

07/13/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SERGIO MALDONADO and RONNIE
 HOWARD, as individuals on behalf of
 themselves and all others similarly situated,

Plaintiffs,

v.

RANCHO FOODS, INC., a California
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 26STCV14718

Assigned for All Purposes To:
 Hon. Laura A. Seigle
 Dept.: 17

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest Break Liability Under Labor Code § 226.7;
5. Failure to Provide Accurate Wage Statements Under Labor Code § 226(a);
6. Failure to Timely Pay Wages Upon Termination Under Labor Code § 203;
7. Failure to Timely Pay Wages When Due Under Labor Code § 204;
8. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
9. Failure to Provide Sick Pay Under Labor Code § 246;
10. Failure to Reimburse Necessary Business Expenses § 2802;
11. Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5; and
12. Violation of Business & Professions Code § 17200 *et seq.*
13. Penalties under PAGA, Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Original Complaint filed: May 7, 2026

INTRODUCTION

1. Plaintiffs SERGIO MALDONADO and RONNIE HOWARD (“Plaintiffs”) bring this action on behalf of themselves and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendant RANCHO FOODS, INC.; and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiffs

4. Plaintiff SERGIO MALDONADO resides in California, and during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

5. Plaintiff RONNIE HOWARD resides in California, and during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

6. Defendant RANCHO FOODS, INC. (“Rancho Foods”) is a California corporation and lists its principal address with California Secretary of State in Vernon, California. Rancho Foods is listed as an employer on Plaintiffs’ wage statements during the relevant time period that Plaintiffs were employed with Defendants. Plaintiffs are informed and believe, and thereupon allege, that Rancho Foods conducts business in Los Angeles County, and throughout California, and employed,

1 and continues to employ, individuals (including Plaintiffs and Class members) in Los Angeles
2 County, and throughout California.

3 7. The true names and capacities, whether individual, corporate, associate, or whatever
4 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
5 Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil
6 Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants designated
7 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
8 for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint
9 to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
10 when their identities become known.

11 8. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
12 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
13 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
14 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
15 respects as the employers or joint employers of Class Members. Defendants, and each of them,
16 exercised control over the wages, hours or working conditions of Class Members, or suffered or
17 permitted Class Members to work, or engaged, thereby creating a common law employment
18 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
19 employed Class Members.

20 9. Whenever and wherever reference is made in this Complaint to any act by a
21 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
22 failures to act of each defendant acting individually, jointly, and severally.

23 10. Whenever and wherever reference is made to individuals who are not named as a
24 Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants,
25 such individuals at all relevant times acted on behalf of Defendants within the scope of their
26 employment.

27 **JURISDICTION AND VENUE**

28 11. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
2 a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California
3 Code of Civil Procedure § 382.

4 12. Venue as to Defendants is also proper in this judicial district pursuant to California
5 Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities
6 giving rise to this lawsuit occurred in part in Los Angeles County. Defendants employed Plaintiffs
7 and other Class Members in Los Angeles County, while doing business throughout California.

8 **FACTUAL BACKGROUND**

9 13. Class Members consistently worked at Defendants behest without being paid all
10 wages due. Class Members were either not paid by Defendants for all hours worked or were not
11 paid at the appropriate minimum, regular and overtime rates. Plaintiffs also contend that Defendants
12 failed to pay Class Members all wages due and owing, including by requiring off the clock work,
13 failing to incorporate non-discretionary bonuses, commissions and/or shift differentials into the
14 regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break
15 premiums; failing to provide meal and rest breaks, and failing to pay meal and rest break premiums,
16 all in violation of various provisions of the California Labor Code and applicable Wage Orders.

17 14. During the course of Plaintiffs and Class Members' employment with Defendants,
18 they were not paid all wages they were owed, including for all work performed resulting in off the
19 clock work. Defendants required Class Members to perform pre-shift and post-shift off the clock
20 work that they were not compensated for despite being subject to Defendants' control. For instance,
21 at the beginning and end of their shifts and meal breaks, Plaintiffs and Class Members were required
22 to wait in line for several minutes to clock in. Furthermore, Plaintiffs and Class Members were
23 required to use their personal cellphones for work-related purposes while off-the-clock.
24 Additionally, Defendants had a consistent policy of failing to pay Class Members for hours worked
25 during alleged meal periods for which Class Members were consistently denied, as also addressed
26 herein.

27 15. Defendants also failed to pay Class Members all wages due and owing because
28 Defendants failed to incorporate non-discretionary bonuses, commissions and/or shift differentials

1 into the regular rate of pay. Contrary to the requirements of the Labor Code and IWC Wage Orders
2 under California law, Defendants did not incorporate these non-discretionary bonuses, commissions
3 and/or shift differentials paid to the Class Members into the regular rate of pay Defendants used to
4 calculate and pay for overtime, sick pay, and meal and rest break premiums.

5 16. By implementing policies, programs, practices, procedures and protocols,
6 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
7 including underpayment of overtime pay to Class Members over the relevant time period. For
8 example, Plaintiffs began receiving overtime pay later than they should have as a result of
9 Defendants requiring them to work off the clock.

10 17. As a result of the above-described requirements to work off the clock and the other
11 wage violations they endured at Defendants' hands, Class Members were not properly paid all wages
12 earned and all wages owed to them by Defendants, including when working more than eight (8)
13 hours in any given day and/or more than forty (40) hours in any given week.

14 18. As a result of Defendants' unlawful policies and practices, Class Members incurred
15 overtime hours worked for which they were not adequately and completely compensated, in addition
16 to the hours they were required to work off the clock. To the extent applicable, Defendants also
17 failed to pay Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours
18 of the seventh consecutive workday in a week and overtime payments at the rate of two times the
19 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
20 the Labor Code and applicable IWC Wage Orders.

21 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
22 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
23 all hours worked and failing to pay minimum wages for all time worked, as required by California
24 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
25 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
26 actual times when Class Members were under the control and direction of Defendants was under
27 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
28 resulted in the systematic underpayment of wages to Class Members, including underpayment of

1 overtime pay to Class Members over a period of time.

2 20. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
3 meal periods to Class Members, as required by the applicable Wage Order and Labor Code. Class
4 Members were required to perform work as ordered by Defendants for more than five (5) hours
5 during a shift but were often required to do so without receiving a lawful and timely meal break.
6 Defendants placed their needs over Class Members lawful meal breaks and this resulted in Class
7 Members often having to work through their scheduled meal breaks, or otherwise take shortened
8 ones, because the demands of the job would not avail them the opportunity to take a lawfully
9 uninterrupted and off duty meal break.

10 21. On the occasions when Class Members worked over 10 hours in a shift, Defendants
11 also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a
12 result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid meal
13 periods and all the legally required off-duty is and will be evidenced by Defendants' business
14 records, or lack thereof. Defendants also failed to pay Class Members "premium pay," i.e. one hour
15 of wages at each Class Member's effective hourly rate of pay, for each meal period that Defendants
16 failed to provide or deficiently provided.

17 22. Therefore, for at least four years prior to the filing of this action through the present,
18 Defendants regularly required Class Members to work shifts in excess of five (5) hours without
19 providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in
20 excess of (10) hours without providing them with second meal periods of not less than thirty
21 minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of wages at each
22 Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide
23 or deficiently provided.

24 23. Meal period violations thus occurred in one or more of the following manners:

- 25 (a) Class Members were not provided full thirty-minute duty free meal periods
26 for work days in excess of five (5) hours and were not compensated one (1)
27 hour's wages in lieu thereof, all in violation of, among others, Labor Code
28 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage

Order(s);

- (b) Class Members did not waive and were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were not provided a second full thirty-minute duty free meal period for work days in excess of twelve (12) hours;
- (d) Class Members were required to work through at least part of their daily meal period(s);
- (e) Class Members were interrupted during their daily meal period(s);
- (f) Meal periods were provided after five (5) hours of continuous work during a shift, and Class Members were instructed to record the meal periods as if they were timely; and
- (g) Class Members were restricted in their ability to take a full thirty-minute meal period.

24. Class Members were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour of wages in lieu thereof. Class Members were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Additionally, to the extent Class Members were able to take a rest break, they were prohibited from leaving the premises. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have consistently failed to provide Class Members with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, or major fraction thereof, nor did Defendants pay Class Members premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

25. Rest period violations therefore arose in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;

- (b) Class Members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof;
- (c) Class Members were not permitted to leave the premises during rest periods; and
- (d) When rest periods were taken, Class Members were frequently interrupted with work demands.

26. Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay overtime compensation, sick pay, and meal and rest break premiums. Thus, the wage statements do not comply with Labor Code § 226(a)(9). Moreover, the wage statements failed to accurately account for unpaid wages and overtime because their actual hours were under-reported due to off the clock work. Finally, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided meal and rest periods.

27. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. Specifically, Plaintiffs were not paid their final wages on their last day of work, but instead, were paid approximately a week late. Further, Class Members were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by required off the clock work, failed to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay for overtime, sick pay, and meal and rest break premiums, and failed to pay meal and rest period premiums owed, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

28. Moreover, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and

1 failed to pay all wages earned between the 16th and the last day of the month between the 1st and
2 10th day of the following month pursuant to Labor Code 204. Defendants similarly failed to pay all
3 wages earned by not more than seven (7) calendar days following the close of the payroll period.

4 29. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
5 continuing to the present, Defendants have consistently failed to keep accurate time and wage
6 records as required by California wage-and-hour laws.

7 30. Defendants had a common policy and practice of systemically failing to pay Class
8 Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs and
9 Class Members were not provided with paid sick days.

10 31. Additionally, from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants have regularly required Plaintiffs to incur business expenses
12 in the course of performing their required job duties for Defendants including for use of their
13 cellphones for work-related purposes, as well as specialized protective gear for freezer work. Upon
14 information and belief, Class Members incurred similar costs. These expenses incurred by Plaintiffs
15 and Class Members were necessary and required of them in performing their assigned job duties,
16 but Defendants failed to reimburse Class Members for all such necessary expenditures, thus entitling
17 them to reimbursement according to proof as required under Labor Code § 2802 and the applicable
18 provisions of the IWC Wage Orders.

19 32. In light of the foregoing, Plaintiffs and Class Members bring this action pursuant to,
20 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1,
21 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 and California Code of
22 Regulations, Title 8, section 11000 *et seq.*

23 33. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiffs
24 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
25 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
26 fraudulent practices alleged in this Complaint.

27 **CLASS ALLEGATIONS**

28 34. Plaintiffs seek to represent the Subclasses composed of and defined as follows:

1 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.

3 b. Subclass 2. Overtime Subclass. All Class Members who were not compensated
4 for all hours worked for Defendants at the required rates of pay, including for all hours worked in
5 excess of eight in a day and/or forty in a week.

6 c. Subclass 3. Meal Period Subclass. All Class Members who were subject to
7 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
8 free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

9 d. Subclass 4. Rest Break Subclass. All Class Members who were subject to
10 Defendants' policy and/or practice of failing to authorize and permit Class Members to take
11 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
12 thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu thereof.

13 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 f. Subclass 6. Termination Pay Subclass. All Class Members who, within the
16 applicable limitations period, either voluntarily or involuntarily separated from their employment
17 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
18 termination.

19 g. Subclass 7. Failure to Timely Pay Wages When Due Subclass. All Class
20 Members who were subject to Defendants' policy and practice of not timely paying all wages earned
21 when they were due and payable.

22 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
23 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
24 California wage-and-hour laws.

25 i. Subclass 9. Sick Days Subclass. All Class Members who, within the applicable
26 limitations period, were not paid for their sick days.

27 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred
28 necessary and reasonable expenses in connection with performing their job duties for Defendant and

1 who were subject to a policy and/or practice under which such expenses were not reimbursed.

2 k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a
3 result of Defendants' business acts and practices, to the extent such acts and practices are found to
4 be unlawful, deceptive, and/or unfair.

5 35. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify
6 the class description with greater particularity or further division into subclasses or limitation to
7 particular issues. To the extent equitable tolling operates to toll claims by the Class against
8 Defendants, the Class Period should be adjusted accordingly.

9 36. Defendants, as a matter of company policy, practice and procedure, and in violation
10 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
11 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
12 a practice whereby Defendants failed to correctly calculate compensation for the time worked by
13 Class Members, even though Defendants enjoyed the benefit of this work, required Class Members
14 to perform this work and permitted or suffered to permit this work. Defendants have uniformly
15 denied these Class Members wages to which these employees are entitled and failed to provide meal
16 and rest periods, in order to unfairly cheat the competition and unlawfully profit.

17 37. This action has been brought and may properly be maintained as a class action under
18 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
19 interest in litigation and proposed class is easily ascertainable.

20 **A. Numerosity**

21 38. The potential members of the class as defined are so numerous that joinder of all the
22 member of the class is impracticable. While the precise number of class member has not been
23 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
24 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
25 the State of California.

26 39. Accounting for employee turnover during the relevant time period increases this
27 number substantially. Plaintiffs allege that Defendants' employment records will provide
28 information as to the number and location of all Class Members.

B. Commonality

40. There are questions of law and fact common to the Class that predominates over any questions affecting only individual Class Members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Class Members minimum wages;
- b. Whether Defendants failed to pay Class Members wages for all hours worked;
- c. Whether Defendants failed to pay Class Members overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Class Members with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Class Members to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Class Members with inaccurate wage statements;
- g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Whether Defendants violated Labor Code § 204 by failing to timely pay wages when due;
- i. Whether Defendants violated Labor Code §§ 226 and 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class Members during the relevant time period for all hours worked, whether regular or overtime;
- k. Whether Defendants violation Labor Code § 246 by failing to properly provide sick pay;

- 1 l. Whether Defendants violated Labor Code § 2802 by failing to reimburse all
2 necessary business expenses Defendants required them to incur in performing their
3 job duties;
4 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
5 n. Whether Defendants conduct was willful; and
6 o. Whether Class Members are entitled to equitable relief pursuant to Business and
7 Professions Code § 17200 *et seq.*

8 **C. Typicality**

9 41. The claims of the named plaintiffs are typical of those of Class Members. The Class
10 Members all sustained injuries and damages arising out of and caused by Defendants' common
11 course of conduct in violation of statutes, as well as regulations that have the force and effect of law,
12 as alleged herein.

13 **D. Adequacy of Representation**

14 42. Plaintiffs will fairly and adequately represent and protect the interest of the Class
15 Members. Counsel who represents Class Members are experienced and competent in litigating
16 employment class actions.

17 **E. Superiority of Class Action**

18 43. A class action is superior to other available means for the fair and efficient
19 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
20 questions of law and fact common to all Class Members predominate over any questions affecting
21 only individual Class Members. Each Class Member has been damaged and is entitled to recovery
22 by reason of Defendants' illegal policies or practices of failing to compensate Class Members
23 properly.

24 44. As to the issues raised in this case, a class action is superior to all other methods for
25 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
26 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
27 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
28 be relatively small, the expense and burden of individual actions makes it difficult for the Class

1 Members to individually redress the wrongs they have suffered. Moreover, in the event
2 disgorgement is ordered, a class action is the only mechanism that will permit the employment of a
3 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
4 managing this case as a class action, and proceeding on a class-wide basis will permit Class
5 Members to vindicate their rights for violations they endured which they would otherwise be
6 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
7 them.

8 45. Class action treatment will allow those persons similarly situated to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiffs are unaware of any difficulties in managing this case that should preclude class treatment.
11 Plaintiffs contemplate the eventual issuance of notice to the proposed Class Members that would set
12 forth the subject and nature of the instant action. The Defendants' own business records can be
13 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
14 any further notice is required additional media and/or mailings can be used.

15 46. Defendants, as prospective and actual employers of the Class Members, had a special
16 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
17 practices, policies and working conditions imposed upon Class Members. In addition, Defendants
18 knew they possessed special knowledge about pay practices and policies, most notably intentionally
19 refusing to pay for all hours actually worked which should have been recorded in Defendants' pay
20 records and the consequence of policies and practices on Class Members.

21 47. Class Members did not discover the fact that they were entitled to all pay under the
22 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
23 Plaintiffs' and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
24 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
25 preventing such practices from continuing. As a result, the applicable statutes of limitation were
26 tolled until such time as Plaintiffs and the Class Members discovered their claims.

27 ///

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

48. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

49. Defendants failed to pay Class Members minimum wages for all hours worked. Defendants had a consistent policy of misstating Class Members' time records and failing to pay Class Members for all hours worked. Class Members would work hours and not receive wages, including as alleged above in connection with off the clock work. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Class Members, to their detriment. For instance, at the beginning and end of their shifts and meal breaks, Class Members were required to wait in line for several minutes to clock in. Furthermore, Class Members were required to use their personal cellphones for work-related purposes while off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Class Members for hours worked during alleged meal periods for which Class Members were consistently denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Class Members as to minimum wage pay.

50. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

51. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

52. The applicable minimum wages fixed by the commission for work during the relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

53. The minimum wage provisions of California Labor Code are enforceable by private

1 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
2 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
3 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
4 balance of the full amount of this minimum wage or overtime compensation, including interest
5 thereon, reasonable attorney’s fees and costs of suit.”

6 54. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
7 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
8 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
9 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
10 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
11 be used as a credit against a minimum wage obligation.

12 55. In committing these violations of the California Labor Code, Defendants
13 inaccurately recorded, or required Class Members to input times that did not reflect their actual
14 hours worked, or calculated the correct time worked and consequently underpaid the actual time
15 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned
16 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
17 Commission requirements and other applicable laws and regulations. As a result of these violations,
18 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
19 1194.

20 56. California Labor Code § 1194.2 also provides for the following remedies: “In any
21 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
22 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
23 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

24 57. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
25 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
26 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
27 minimum wages.

28 58. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to

1 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

2 59. Defendants have the ability to pay minimum wages for all time worked and have
3 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
4 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

5 60. Wherefore, Class Members are entitled to recover the unpaid minimum wages
6 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
7 unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to
8 California Labor Code § 1194(a). Plaintiffs and the other members of the Class further request
9 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
10 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
11 including § 558, and/or other applicable statutes.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME UNDER LABOR CODE § 510**

14 **(Against All Defendants)**

15 61. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 62. California Labor Code § 1194 provides that "any employee receiving less than the
18 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
19 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
20 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
21 may be maintained directly against the employer in an employee's name without first filing a claim
22 with the Division of Labor Standards and Enforcement.

23 63. By their conduct, as set forth herein, Defendants violated California Labor Code §
24 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members:
25 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
26 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on
27 the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
28 in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours

1 on any seventh day of work in a workweek.

2 64. Defendants had a consistent policy of not paying Class Members wages for all hours
3 worked, including by requiring off the clock work, in violation of the California Labor Code, the
4 California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division
5 of Labor Standards and Enforcement. For instance, at the beginning and end of their shifts and meal
6 breaks, Class Members were required to wait in line for several minutes to clock in. Furthermore,
7 Class Members were required to use their personal cellphones for work-related purposes while off-
8 the-clock. Additionally, Defendants had a consistent policy of failing to pay Class Members for
9 hours worked during alleged meal periods for which Class Members were consistently denied, as
10 also addressed herein. Finally, Defendants failed to incorporate non-discretionary bonuses,
11 commissions and/or shift differentials into the regular rate of pay used to calculate and pay overtime.
12 Therefore, Class Members were not properly compensated, nor were they paid overtime rates for
13 hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on
14 information and belief, Defendants did not make available to Class Members a reasonable protocol
15 for correcting time records when Class Members worked overtime hours or to fix incorrect time
16 entries.

17 65. Defendants' failure to pay Class Members the unpaid balance of regular wages owed
18 and overtime compensation, as required by California law, violates the provisions of Labor Code
19 §§ 510 and 1198, and is therefore unlawful.

20 66. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
21 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
22 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
23 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
24 pay period for which the employee was underpaid in addition to an amount sufficient to recover
25 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to an amount
27 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
28 the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section

are in addition to any other civil or criminal penalty provided by law.” Defendants have violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiffs and the Class Members seek the remedies set forth in Labor Code § 558.

67. Defendants’ failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Class Members. Each such failure to make a timely payment of compensation to Class Members constitutes a separate violation of California Labor Code § 204.

68. Class Members have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

69. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are liable to Class Members for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

MEAL PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

70. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

71. Class Members regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

72. As discussed above, Defendants failed to provide Class Members with meal periods

1 as required under the Labor Code. Defendants placed their needs over Class Members lawful meal
2 breaks and this resulted in Class Members consistently having to work through their scheduled meal
3 breaks because the demands of the job would not avail them the opportunity to take a lawfully
4 uninterrupted and off-duty meal break. Furthermore, upon information and belief, on the occasions
5 when Class Members worked more than ten (10) hours in a given shift, they did so without waiving
6 or receiving a second uninterrupted thirty (30) minute meal period as required by law. Finally, upon
7 information and belief, on the occasions when Class Members worked more than twelve (12) hours
8 in a given shift, they did so without receiving a second uninterrupted thirty (30) minute meal period
9 as required by law.

10 73. Defendants thus failed to provide Class Members with meal periods as required by
11 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
12 providing them late or for less than thirty (30) minutes, or by requiring them to perform work during
13 breaks.

14 74. Moreover, Defendants failed to compensate Class Members for each meal period not
15 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
16 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
17 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
18 pay at the employee's regular rate of compensation for each workday that the meal period is not
19 provided. Defendants failed to compensate Class Members for each meal period not provided or
20 inadequately provided, as required under Labor Code § 226.7.

21 75. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
22 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
23 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
24 sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants,
25 and each of them, in a sum as provided by the Labor Code and other statutes.

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1 **FOURTH CAUSE OF ACTION**

2 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 76. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 77. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
7 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
8 minutes net rest time per four (4) work hours.

9 78. Class Members consistently worked consecutive four (4) hour shifts and were
10 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize
11 and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage
12 Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for each
13 consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely rest
14 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants placed
15 their needs over Class Members lawful rest breaks and this resulted in Class Members consistently
16 having to work through their scheduled rest breaks because the demands of the job would not avail
17 them the opportunity to take a lawfully uninterrupted and off-duty rest break. Additionally, to the
18 extent Class Members were able to take a rest break, they were prohibited from leaving the premises.
19 Thus, Class Members were consistently denied of their rest breaks.

20 79. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
21 that if an employer fails to provide an employee a rest period in accordance with this section, the
22 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
23 for each workday that the rest period is not provided.

24 80. Defendants, and each of them, have therefore intentionally and improperly denied
25 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
26 applicable IWC Wage Orders.

27 81. Defendants failed to authorize and permit Class Members to take rest periods, as
28 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an

1 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
2 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

3 82. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
4 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
5 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
6 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
7 of them, in a sum as provided by the Labor Code and/or other statutes

8 **FIFTH CAUSE OF ACTION**
9 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS UNDER**
10 **LABOR CODE § 226(a)**
11 **(Against All Defendants)**

12 83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 84. California Labor Code § 226(a) requires an employer to furnish each of his or her
15 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
16 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
17 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
18 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
19 given to the employee separately from the payment of wages; in either case the employer must give
20 the employee these statements twice a month or each time wages are paid.

21 85. Defendants failed to provide Class Members with accurate itemized wage statements
22 in writing, as required by the Labor Code. Specifically, the wage statements given to Class Members
23 failed to incorporate non-discretionary bonuses, commissions and/or shift differentials into the
24 regular rate of pay used to calculate and pay overtime compensation, sick pay, and meal and rest
25 break premiums. Thus, the wage statements do not comply with Labor Code § 226(a)(9). Moreover,
26 the wage statements failed to accurately account for unpaid wages and overtime because their actual
27 hours were under-reported due to off the clock work. Finally, the wage statements given to Class
28 Members failed to accurately account for premium pay for deficiently provided meal and rest

1 periods.

2 86. Throughout the liability period, Defendants intentionally failed to furnish to Class
3 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
4 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
5 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
6 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
7 the last four digits of his or her social security number or an employee identification number other
8 than a social security number, (8) the name and address of the legal entity that is the employer and
9 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory
11 requirements. Defendants knowingly and intentionally failed to provide Class Members with such
12 timely and accurate wage and hour statements.

13 87. Class Members suffered injury as a result of Defendants' knowing and intentional
14 failure to provide them with the accurate wage and hour statements as required by law and are
15 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
16 Defendants have failed to provide wage statements with accurate and complete information as
17 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members
18 cannot promptly and easily determine from the wage statement alone one or more of the following:
19 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
20 of the other information required to be provided on the itemized wage statement pursuant to items
21 (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from
22 gross wages to determine the net wages paid to the employee during the pay period, (iii) The name
23 and address of the employer and, (iv) The name of the employee and only the last four digits of his
24 or her social security number or an employee identification number other than a social security
25 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable
26 person [i.e. an objective standard] would be able to readily ascertain the information without
27 reference to other documents or information.

28 88. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code §

226(a), Class Members suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

89. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

90. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

91. Numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

92. Defendants failed to pay these Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

93. The wages withheld from these Class Members by Defendants remained due and owing for more than thirty (30) days from the date of separation from employment.

94. Defendants failed to pay Class Members without abatement, all wages as defined by applicable California law. Specifically, Plaintiffs were not paid their final wages on their last day of work, but instead, were paid approximately a week later. Further, Class Members were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by required off the clock work and failing to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay for overtime, sick pay, and meal and rest break premiums. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure

1 to pay said wages within the required time was willful within the meaning of Labor Code § 203.

2 95. Defendants' failure to pay wages, as alleged entitles these Class Members to
3 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
4 paid for up to thirty (30) days from the date they were due.

5 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY PAY WAGES WHEN DUE UNDER LABOR CODE § 204**

7 **(Against All Defendants)**

8 96. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 97. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
11 employment are due and payable twice during each calendar month, on days designated in advance
12 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
13 of any calendar month shall be paid for between the 16th and the 26th day of the month during
14 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
15 of any calendar month, shall be paid for between the 1st and 10th day of the following month."
16 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
17 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
18 following the close of the payroll period." As detailed above, Defendants maintained a consistently
19 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
20 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
21 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
22 all wages earned by not more than seven calendar days following the close of the payroll period.

23 98. All wages due and owing to Plaintiffs and the Class Members, including as required
24 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above.
25 Additionally, wages required by Labor Code § 1194 and other sections became due and payable to
26 each Class Member in each pay period that he or she was not provided with a meal and/or period or
27 paid straight or overtime wages to which he or she was entitled.

28 99. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages

1 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
2 IWC Wage Orders, employers are required “to pay each employee, on the established payday for
3 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
4 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
5 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiffs
6 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
7 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
8 20 of the applicable IWC Wage Orders.

9 100. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members seek to
10 represent they have been deprived of wages in amounts to be determined at trial, and they are entitled
11 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant
12 to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
13 Wage Orders.

14 **EIGHTH CAUSE OF ACTION**
15 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
16 **AND 1174.5**
17 **(Against All Defendants)**

18 101. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
19 full herein.

20 102. California Labor Code § 1174 requires that all employers shall keep accurate time
21 and wage records for all employees. California Labor Code § 1174.5 further requires that any
22 employee suffering injury due to a willful violation of the aforementioned obligations may seek
23 damages, including civil penalties, from the employer.

24 103. During the course of Plaintiffs’ and Class Members’ employment, Defendants
25 consistently failed to maintain accurate time and wage records for Plaintiffs and Class Members as
26 required by California Labor Code § 1174 by failing to pay Plaintiffs and Class Members proper
27 wages, overtime, and premium pay as discussed above.

28 104. Accordingly, Defendants are liable for civil penalties pursuant to the California

1 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

2 **NINTH CAUSE OF ACTION**

3 **FAILURE TO PROPERLY PAY SICK PAY UNDER LABOR CODE § 246**

4 **(Against All Defendants)**

5 105. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 106. Labor Code Section 246 affords an employee “who works in California for 30 or
8 more days within a year from the commencement of employment [] paid sick days . . . of not less
9 than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid
10 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
11 period.”

12 107. Additionally, Subsection (l) of Section 246 provides:

13 For the purposes of this section, an employer shall calculate paid sick leave using
14 any of the following calculations:

15 (1) Paid sick time for nonexempt employees shall be calculated in the same manner
16 as the regular rate of pay for the workweek in which the employee uses paid sick
time, whether or not the employee actually works overtime in that workweek.

17 108. Defendants had a common policy and practice of systemically failing to pay Class
18 Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiffs and
19 Class Members were not provided with paid sick days.

20 109. Therefore, Class Members are owed the unpaid balance of said wages pursuant to
21 the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a),
22 Civil Code §§ 3287 and § 3289, and reasonable attorneys’ fees and costs and/or penalties pursuant
23 to Labor Code § 558(a).

24 **TENTH CAUSE OF ACTION**

25 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**

26 **(Against All Defendants)**

27 110. Plaintiffs re-allege and incorporate all preceding paragraphs as though set forth in
28 full herein.

111. Under Labor Code § 2802(a) an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

112. Defendants have regularly required Class Members to incur business expenses in the course of performing their required job duties for Defendants including (but not limited to) the use of their cellphones for work-related purposes, as well as specialized protective gear for freezer work. These expenses incurred by Class Members were necessary and required of them in performing their assigned job duties. However, Class Members were not reimbursed for those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

113. As a result of the unlawful acts of Defendants, Class Members have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

ELEVENTH CAUSE OF ACTION

FAILURE TO PRODUCE RECORDS, LABOR CODE §§ 226 and 1198

(Against All Defendants)

114. Plaintiffs re-allege and incorporate all preceding paragraphs as though set forth in full herein.

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

116. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or

1 her representative, an employer must make the contents of those personnel records available for
2 inspection or provide a copy of the personnel records to the current or former employee, or his or
3 her representative, not later than thirty calendar days from the date the employer receives the
4 written request, subject to some limited exceptions. Failure to comply with these requests allows
5 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
6 226(f).

7 117. On March 12, 2026, Plaintiff Ronnie Howard sent written requests through his
8 counsel to Defendants for his payroll records, timecards, and personnel records. However, Plaintiff
9 Howard did not receive the complete records until April 27, 2026.

10 118. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
11 produce the required records requested by Plaintiff Howard.

12 119. On information and belief, Defendants' failure to provide Plaintiff Howard with all
13 of his requested employment records is not an isolated incident, but was instead consistent with
14 Defendants' policy and practice that applied to Plaintiffs and Class Members.

15 120. Pursuant to California Labor Code § 1198.5, Plaintiffs and Class Members are
16 entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and
17 costs.

18 121. Pursuant to California Labor Code § 226(f), Plaintiffs are entitled to a penalty of
19 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Class
20 Members similarly situated are similarly entitled.

21 **TWELFTH CAUSE OF ACTION**

22 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

23 **(Against All Defendants)**

24 122. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 123. Plaintiffs, on behalf of themselves, Class Members, and the general public, bring this
27 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
28 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class

1 Members and the general public. Plaintiffs seek to enforce important rights affecting the public
2 interest within the meaning of Code of Civil Procedure § 1021.5.

3 124. Plaintiffs are each a “person” within the meaning of Business & Professions Code
4 § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive
5 relief, restitution, and other appropriate equitable relief.

6 125. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
7 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in
8 that Defendants’ policy and practice failed to provide the required amount of compensation for
9 missed meal and rest periods, and failed to adequately compensate Class Members for all hours
10 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to
11 the applicable California Labor Code and Industrial Welfare Commission requirements in violation
12 of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
13 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
14 including restitution of wages wrongfully withheld.

15 126. Wage-and-hour laws express fundamental public policies. Paying employees their
16 wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies
17 of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce
18 minimum labor standards, to ensure that employees are not required or permitted to work under
19 substandard and unlawful conditions, and to protect law-abiding employers and their employees
20 from competitors who lower costs to themselves by failing to comply with minimum labor
21 standards.

22 127. Defendants have violated statutes and public policies. Through the conduct alleged
23 in this Complaint Defendants have acted contrary to these public policies, have violated specific
24 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
25 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
26 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
27 guaranteed to all employees under the law.

28 128. Defendants’ conduct, as alleged above, constitutes unfair competition in violation of

1 the Business & Professions Code § 17200 *et seq.*

2 129. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
3 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
4 care should have known that their conduct was unlawful; therefore their conduct violates the
5 Business & Professions Code § 17200 *et seq.*

6 130. By the conduct alleged herein, Defendants have engaged and continue to engage in
7 a business practice which violates California and federal law, including but not limited to, the
8 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
9 Code including Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1,
10 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, for which this Court should
11 issue declaratory and other equitable relief pursuant to California Business & Professions Code §
12 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
13 including restitution of wages wrongfully withheld.

14 131. As a proximate result of the above-mentioned acts of Defendants, Class Members
15 have been damaged, in a sum to be proven at trial.

16 132. Unless restrained by this Court Defendants will continue to engage in such unlawful
17 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
18 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
19 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
20 by the Business & Professions Code, including but not limited to the disgorgement of such profits
21 as may be necessary to restore Class Members to the money Defendants have unlawfully failed to
22 pay.

23 **THIRTEENTH CAUSE OF ACTION**

24 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

25 **(Against All Defendants)**

26 133. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
27 full herein. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in full
28 herein.

1 134. Plaintiffs and the employees in the Class are also aggrieved employees as defined
2 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either
3 were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

4 135. In failing to pay Aggrieved Employees minimum wages and overtime, not providing
5 proper meal and rest periods, failing to provide sick pay, failing to provide accurate itemized wage
6 statements, and failing to pay Employees wages upon termination or timely upon resignation, all
7 discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly
8 basis as required under Labor Code § 204. Defendants also failed to maintain records showing
9 accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor
10 Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

11 136. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
12 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including
13 the penalty provisions, without limitation, based, inter alia, on the following California Labor Code
14 sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1,
15 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*

16 137. More specifically, after complying with the notice procedures of Labor Code §
17 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General and
18 the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
19 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
20 including as follows:

21 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all
22 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
23 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198,
24 and paragraphs 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
25 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,
26 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code §
27 2699(g)(1);

28 (b) Meal, Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved

1 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
2 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
3 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
4 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
5 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
6 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
7 pursuant to Labor Code § 2699(g)(1);

8 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
9 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to
10 maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
11 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
12 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
13 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
14 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
15 providing inaccurate wage statements and failing to maintain records as required under Labor
16 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
17 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
18 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
19 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
20 citation, ...";

21 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
22 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
23 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§
24 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC
25 Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

26 (e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the
27 necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and
28 Sections 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and

1 applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9
2 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code §
3 2699(g)(1);

4 (f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees
5 with all their required and earned sick days in violation of Labor Code § 246, and the civil and
6 statutory penalties available and applicable under Labor Code §§ 246, 558, 1194.2, 1197.1, 1198,
7 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

8 (g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor
9 Code § 2810.5, and any above addressed violation of the applicable provisions of the Labor Code
10 and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5,
11 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of
12 the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
13 2699(g)(1).

14 138. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also
15 seeks the penalties and remedies set forth in Labor Code § 558, which states:

16 (a) Any employer or other person acting on behalf of an employer who
17 violates, or causes to be violated, a section of this chapter or any provision
18 regulating hours and days of work in any order of the Industrial Welfare
19 Commission shall be subject to a civil penalty as follows: (1) For any initial
20 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
21 which the employee was underpaid in addition to an amount sufficient to recover
22 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
23 each underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid wages...

21 (b) If upon inspection or investigation the Labor Commissioner determines that
22 a person had paid or caused to be paid a wage for overtime work in violation of any
23 provision of this chapter, or any provision regulating hours and days of work in any
24 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
25 citation. The procedures for issuing, contesting, and enforcing judgments for
26 citations or civil penalties issued by the Labor Commissioner for a violation of this
27 chapter shall be the same as those set out in Section 1197.1.

24 (c) The civil penalties provided for in this section are in addition to any other
25 civil or criminal penalty provided by law.

26 139. Plaintiffs have exhausted their administrative remedies by submitting a certified
27 letter to the LWDA and Defendants on May 7, 2026 (LWDA-CM-1176038-26) addressing in detail
28 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
legal theories to support the alleged violations and requested penalties. The LWDA has not provided

1 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date
2 of the letter, and Plaintiffs add this claim seeking penalties under the PAGA for the violations
3 addressed herein and in the PAGA Notice letter and the original Complaint.

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiffs pray for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Class Members and unpaid overtime compensation from at least four (4) years prior
9 to the filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
11 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of all unpaid wages, including overtime
13 and double-time pay, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Class
15 Members for each missed or deficient meal period where no premium pay was paid therefor from
16 four (4) years prior to the filing of this action, as may be proven;
- 17 6. For compensatory damages in the amount of the hourly wage made by Class
18 Members for each day requisite rest breaks were not provided or were deficiently provided where
19 no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
20 may be proven;
- 21 7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
- 22 8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were
23 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 24 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
25 for all class members in violation of Labor Code § 204, as may be proven;
- 26 10. For penalties pursuant to Labor Code §§ 1174.5 and 1198.5 for Class Members, as
27 may be proven;
- 28 11. For restitution and/or damages for all amounts unlawfully withheld from the wages

1 for all Class Members in violation of Labor Code § 246, as may be proven;

2 12. For restitution and/or damages for all amounts unlawfully withheld from the wages
3 for all Class Members in violation of Labor Code § 2802, as may be proven;

4 13. For restitution for unfair competition pursuant to Business & Professions Code
5 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

6 14. For an order enjoining Defendants and their agents, servants, and employees, and all
7 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
8 adumbrated in this Complaint;

9 15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

10 16. For penalties under Labor Code § 558, as may be proven;

11 17. For other wages and penalties under the Labor Code as may be proven;

12 18. For all general, special, and incidental damages as may be proven;

13 19. For an award of pre-judgment and post-judgment interest;

14 20. For an award providing for the payment of the costs of this suit;

15 21. For an award of attorneys' fees; and

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

17
18 DATED: July 13, 2026

D.LAW, INC.

19
20 By: Eve Howe
21 Natalie Haritoonian
22 Eve Howe
23 Attorneys for Plaintiffs SERGIO
24 MALDONADO and RONNIE HOWARD
25 and all others similarly situated
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DATED: July 13, 2026

By: Eve Howe
Natalie Haritoonian
Eve Howe
Attorneys for Plaintiffs SERGIO
MALDONADO and RONNIE HOWARD
and all others similarly situated