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Superior Court of California,
County of Tulare
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By: Jose Angel De Luna Romero,
Deputy Clerk

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

ISIAIAH RAY SANDHU, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

FRESNO BEVERAGE COMPANY, INC. dba
VALLEY WIDE BEVERAGE COMPANY, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. VCU336087

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 226.2, 1182.12,
1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.2, 226.7,
516);**
- (5) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); AND**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 26878 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Isaiah Ray Sandhu (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against Fresno Beverage Company, Inc., a California corporation; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and the applicable Wage Order(s), in addition to
10 seeking declaratory relief and restitution. This Complaint is brought pursuant to California Code
11 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5 because Defendants’ obligations and liabilities arose in part in the
16 County of Tulare. Plaintiff and other non-exempt employees performed work for Defendants in
17 the County of Tulare, including the delivery of Defendants’ products to Defendants’ customers
18 located in the County of Tulare; the wages at issue herein were earned in part in the County of
19 Tulare; and violations alleged herein occurred in part in the County of Tulare. Defendants transact
20 business and have an agent or agents within the County of Tulare, and Defendants are within the
21 jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is a California resident. During the four years immediately preceding
25 the filing of the Complaint in this action and within the statute of limitations periods applicable
26 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
27 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
28 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code

204, 226 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and the applicable Wage Order(s).

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business by operating as a wholesale distributor of beer and other beverages throughout California, employed Plaintiff within Fresno County and the state of California and, therefore, were (and are) doing business in Fresno County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
2 all members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. At all relevant times, Plaintiff was employed by Defendants as a delivery truck
5 driver. Plaintiff began his employment with Defendants in July 2022 until approximately July
6 2025. Plaintiff was generally scheduled to work 5 days per week from approximately 4:30 a.m.
7 to 3:00 p.m. Plaintiff's job duties consisted of the physical loading and unloading of Defendant's
8 products and the operation of Defendant's commercial tractors and trailers to deliver Defendant's
9 products from the Fresno warehouse to Defendant's customers across the counties of Fresno,
10 Tulare, and Merced. Plaintiff was part of a class of workers engaged in the movement of goods
11 in interstate and foreign commerce within the meaning of 9 U.S.C. § 1, and Plaintiff is therefore
12 exempt from the Federal Arbitration Act. (*See Nieto v. Fresno Beverage Co., Inc.* (2019) 33
13 Cal.App.5th 274; *Flowers Foods, Inc. v. Brock* (2026) 608 U.S. ____ [No. 24-935].)

14 10. Defendant Fresno Beverage Company, Inc., doing business as Valley Wide
15 Beverage Company, operates as a wholesale beverage distributor with its principal place of
16 business and warehouse located in California. Defendant Fresno Beverage Company, Inc.
17 contracts with brewers, vintners, distillers, and their distributors located both inside and outside
18 California and outside the United States, purchases their products, and receives shipment of those
19 products at its Central Valley warehouse, where the products are held for a short period before
20 delivery to Defendant's customers in California.

21 11. Plaintiff is informed and believes, and based thereon alleges, that although the
22 products Plaintiff delivered moved in interstate commerce, Plaintiff's individual hours of service
23 were not regulated by the United States Department of Transportation under 49 C.F.R. §§ 395.1-
24 395.13. Plaintiff is further informed and believes, and based thereon alleges, that Defendants did
25 not maintain a federal driver qualification file for Plaintiff, did not require Plaintiff to maintain
26 federal Hours of Service logs (paper or electronic), and did not install or require Plaintiff to
27 operate an electronic logging device. Plaintiff's hours were therefore not "regulated by" federal
28 Hours of Service regulations within the meaning of Wage Order 9, Section 3(L)(1) and 8 C.C.R.

§ 11090(3)(L)(1).

12. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff's individual hours of service were also not regulated by the California Highway Patrol ("CHP") under Title 13, California Code of Regulations, Section 1200 *et seq.* To the extent any portion of Plaintiff's work was deemed intrastate, that portion was conducted under conditions outside the scope of CHP Hours of Service regulations. Wage Order 9, Section 3(L)(2)'s overtime exemption therefore does not apply.

13. For the same reasons, Plaintiff was not a driver subject to the Federal Motor Carrier Safety Administration's Hours of Service regulations within the meaning of the December 28, 2018 Preemption Determination, 83 Fed. Reg. 67470, and is not within the class of drivers as to whom California's meal and rest break requirements are preempted under *International Brotherhood of Teamsters, Local 2785 v. FMCSA*, 986 F.3d 841 (9th Cir. 2021).

14. Plaintiff did not sign an arbitration agreement with Defendants, and Plaintiff denies that any agreement to arbitrate exists between Plaintiff and Defendants. In the alternative, to the extent Defendants contend that Plaintiff entered into any purported arbitration agreement, any such agreement is unenforceable as to Plaintiff's wage claims because the Federal Arbitration Act does not apply to Plaintiff's contract of employment pursuant to 9 U.S.C. § 1, as Plaintiff was a member of a class of transportation workers engaged in interstate commerce. (*See Nieto v. Fresno Beverage Co., Inc.* (2019) 33 Cal.App.5th 274; *Flowers Foods, Inc. v. Brock* (2026) 608 U.S. ____ [No. 24-935].)

15. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked. Plaintiff was paid a flat rate of \$225.50 per day plus \$.10 commission for every case delivered after 700 cases. Although Defendants labeled the per-case payment a "commission," it was piece-rate compensation within the meaning of Labor Code § 226.2: a flat amount paid per unit delivered, untethered to the price of the goods sold. Defendants recorded purported hours worked by Plaintiff and other non-exempt employees, including through an electronic timekeeping application, but Defendants systematically under-recorded the hours actually worked and paid Plaintiff and other non-exempt

1 employees for less time than they actually worked, notwithstanding the fact that Defendants had
2 the ability to accurately record Plaintiff's and the putative classes' work time to the minute. By
3 way of example, Defendants' own payroll records reflect materially fewer hours for Plaintiff than
4 Plaintiff actually worked.

5 16. In each pay period in which Plaintiff and other non-exempt employees earned
6 piece-rate compensation, Labor Code § 226.2 required Defendants to compensate rest and
7 recovery periods separately from the piece-rate compensation at no less than the average hourly
8 rate specified by Labor Code § 226.2(a)(3), to compensate other nonproductive time at no less
9 than the applicable minimum wage, and to state separately on itemized wage statements the total
10 hours of compensable rest and recovery periods and other nonproductive time, the rates of
11 compensation, and the gross wages paid for those periods. Defendants did none of these things:
12 Defendants paid no separately identified compensation for rest and recovery periods or other
13 nonproductive time, and Defendants' wage statements contained no such itemization. The safe
14 harbor of Labor Code § 226.2(a)(7) does not apply because Defendants did not pay an hourly rate
15 of at least the applicable minimum wage for all hours worked; Defendants instead paid a flat day
16 rate that did not vary with the hours Plaintiff and other non-exempt employees actually worked.

17
18 17. Defendants knew or should have known of all hours that Plaintiff and other non-
19 exempt employees actually worked. Among other things, Defendants assigned the delivery routes
20 and case volumes that determined the length of each workday, set early-morning start times,
21 monitored drivers through cameras installed in Defendants' trucks, and possessed delivery
22 manifests and warehouse departure and return records showing when Plaintiff's and other non-
23 exempt employees' work began and ended each day.

24 18. Defendants maintained a policy/practice of not compensating Plaintiff and other
25 non-exempt employees for all their overtime hours worked in the pay period. As discussed above,
26 upon information and belief, Defendants maintained a policy/practice of not recording the hours
27 of Plaintiff and other non-exempt employees for purposes of avoiding payment for all overtime
28 hours worked. Yet Defendants systematically failed to pay overtime compensation equal to one

1 and one-half times their regular rates of pay for all overtime hours worked due to Plaintiff and
2 other non-exempt employees.

3 19. Defendants did not provide Plaintiff and other non-exempt employees with a
4 legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
5 compliant second meal period when they worked shifts longer than 10 hours. By way of example,
6 in order to complete all of his deliveries for the day, Plaintiff would never take a full, uninterrupted
7 30-minute lunch break. Additionally, Plaintiff and other non-exempt employees were never
8 provided a second meal break despite working shifts longer than 10 hours. Despite never taking
9 compliant lunch breaks and never receiving second meal breaks on shifts longer than 10 hours,
10 upon information and belief, for at least a portion of the Class Period, Defendants did not provide
11 Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal
12 period violation as required by Labor Code § 226.7. Moreover, Defendants purported to obtain
13 from Plaintiff and other non-exempt employees written waivers of their meal periods. Any such
14 purported waiver or on-duty meal period agreement was invalid and of no effect because, among
15 other things, Plaintiff and other non-exempt employees regularly worked shifts longer than six
16 hours, a second meal period may not be waived where the first meal period has been waived, and
17 the nature of their work did not prevent them from being relieved of all duty.
18

19 20. Plaintiff and other non-exempt employees were also not authorized to take their
20 full legally required 10-minute rest periods. Just as was the case for meal periods, Plaintiff never
21 took a fully compliant rest break. Plaintiff and other non-exempt employees were also not
22 authorized third rest periods when they worked shifts over 10.0 hours. Defendants never provided
23 Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest
24 period violation as required by Labor Code § 226.7. Upon information and belief, during at least
25 a portion of the class period, Defendants did not maintain any payroll code or any other
26 mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt
27 employees were not authorized to take lawful rest periods.
28

21. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-

1 exempt employees for all reasonable and necessary work expenditures, including, but not limited
2 to, requiring Plaintiff and other non-exempt employees to purchase steel-toe boots every 4-5
3 months.

4 22. Defendants have maintained inaccurate payroll records, failed to timely pay all
5 wages owed to employees, and issued inaccurate wage statements. This is in part a result of
6 Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all
7 minimum and overtime wages, and failure to properly account Plaintiff and other non-exempt
8 employees' commissions for payment purposes. By way of example, Defendants failed to tender
9 Plaintiff's final commission check upon his termination, only issuing the check approximately
10 forty-five (45) days after Plaintiff's final day of work. Defendants likewise did not pay Plaintiff
11 his remaining final wages, including his accrued vacation payout, until on or about July 18, 2025,
12 sixteen (16) days after Plaintiff's July 2, 2025 discharge.

13 23. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
14 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
15 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
16 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
17 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
19 only the last four digits of his or her social security number or an employee identification number
20 other than a social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee.

23 CLASS ACTION ALLEGATIONS

24 24. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
25 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 26 a. The Minimum Wage Class consists of all current and former non-exempt
27 employees of Defendants in California who were subject to Defendants'
28

1 timekeeping systems and/or practices, during the four years immediately
2 preceding the filing of this lawsuit through the present.

3 b. The Overtime Wage Class consists of all current and former non-exempt
4 employees of Defendants in California who worked overtime hours and were
5 subject to Defendants' timekeeping systems and/or practices, during the four years
6 immediately preceding the filing of this lawsuit through the present.

7 c. The Employee Expense Class consists of all current and former non-exempt
8 employees of Defendants in California who were not reimbursed for expenses in
9 the performance of their job duties, including, but not limited to the purchase of
10 steel-toe boots every four to five months during the four years immediately
11 preceding the filing of this lawsuit to the present.

12 d. The Wage Statement Class consists of all current and former non-exempt
13 employees of Defendants in California who received a wage statement from
14 Defendants during the one year immediately preceding the filing of this lawsuit
15 through the present.

16 e. The Meal Period Class consists of all current and former non-exempt employees
17 of Defendants who performed work in California and: (i) worked at least one shift
18 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
19 commencing prior to the conclusion of the fifth hour of work, and who do not have
20 a corresponding meal period premium payment made for such shifts and/or (ii)
21 worked at least one shift in excess of 10.0 hours while performing work for
22 Defendants in California without a second meal period of at least 30 minutes in
23 duration commencing prior to the conclusion of the tenth hour of work, and who
24 do not have a corresponding meal period premium payment of one hour's worth
25 of their regular rate of pay made for such shifts during the four years preceding the
26 filing of this lawsuit through the present.
27
28

1 f. The Rest Period Class consists of all current and former non-exempt employees of
2 Defendants in California who worked shifts of three and one-half hours or more
3 during the four years immediately preceding the filing of this lawsuit through the
4 present.

5 g. The Waiting Time Class consists of all former non-exempt employees of
6 Defendants in California whose employment with Defendants ended during the
7 three years immediately preceding the filing of this lawsuit through the present.

8 25. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
9 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
10 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
11 greater than one hundred (100) individuals. The identity of such membership is readily
12 ascertainable via inspection of Defendants' employment records.

13 26. **Common Questions of Law and Fact Predominate/Well Defined Community**
14 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
15 situated employees, which predominate over questions affecting only individual members. Those
16 common questions include, without limitation:
17

18 i. Whether Defendants paid all minimum wages owed for all hours worked to
19 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,
20 1194.2, and 1197;

21 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
22 not limited to, §§ 510 and 1194 and Wage Order 9 by requiring members of the
23 Overtime Wage Class to perform overtime work and not paying for said work in
24 accordance with the overtime laws of the State of California;

25 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
26 properly compensate members of the Minimum Wage Class;

27 iv. Whether Defendants provided all legally compliant meal periods to members of
28 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- 1 v. Whether Defendants provided all legally compliant rest periods to members of the
2 Rest Period Class pursuant to Labor Code § 226.7 and 516;
- 3 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
4 for business expenditures necessarily incurred in the performance of their duties;
- 5 vii. Whether Defendants provided accurate, itemized wage statements to members of
6 the Classes; and
- 7 viii. Whether Defendants' policies and/or practices for the timing and amount of
8 payment of final wages to members of the Waiting Time Class at the time of
9 separation from employment were lawful.

10 27. **Predominance of Common Questions:** Common questions of law and fact
11 predominate over questions that affect only individual members of the Classes. The common
12 questions of law set forth above are numerous and substantial and stem from Defendants' policies
13 and/or practices applicable to each individual class member, such as Defendants' uniform
14 timekeeping policies and practices, wage statement policies and practices, and the policies and
15 practices regarding the timely payment of final wages. As such, the common questions
16 predominate over individual questions concerning each individual class member's showing as to
17 his or her eligibility for recovery or as to the amount of his or her damages.

18 28. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
19 Plaintiff was employed by Defendants as a non-exempt employee in California during the
20 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
21 herein, Plaintiff, like the members of the Classes, was subject to Defendants' timekeeping policies
22 and practices, was provided inaccurate wage statements, and was not paid all wages earned at the
23 time of his separation of employment.

24 29. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
25 to represent fairly and adequately the interests of the members of the Classes. Moreover,
26 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
27 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
28

1 and-hour class actions in state and federal courts in the past and are committed to vigorously
2 prosecuting this action on behalf of the members of the Classes.

3 30. **Superiority:** The California Labor Code is broadly remedial in nature and serves
4 an important public interest in establishing minimum working conditions and standards in
5 California. These laws and labor standards protect the average working employee from
6 exploitation by employers who have the responsibility to follow the laws and who may seek to
7 take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment. The nature of this action and the format of laws available to Plaintiff
9 and members of the Classes make the class action format a particularly efficient and appropriate
10 procedure to redress the violations alleged herein. If each employee were required to file an
11 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
12 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
13 their vastly superior financial and legal resources. Moreover, requiring each member of the
14 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
15 employees who would be disinclined to file an action against their former and/or current employer
16 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
17 employment. Further, the prosecution of separate actions by the individual class members, even
18 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
19 with respect to the individual class members against Defendants herein; and which would
20 establish potentially incompatible standards of conduct for Defendants; and/or legal
21 determinations with respect to individual class members which would, as a practical matter, be
22 dispositive of the interest of the other class members not parties to adjudications or which would
23 substantially impair or impede the ability of the class members to protect their interests. Further,
24 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
25 individual prosecution considering all of the concomitant costs and expenses attending thereto.
26 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
27 Civil Procedure.
28

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Prevailing Wage Orders and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours he was subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and the Wage Orders.

33. California law does not permit Defendants to satisfy their minimum wage obligations by averaging piece-rate or flat-sum compensation across all hours worked; the minimum wage standard applies to each hour worked, and each hour must be compensated directly. In pay periods in which Plaintiff and the Minimum Wage Class earned piece-rate compensation, Defendants further failed to compensate rest and recovery periods and other nonproductive time separately from the piece-rate compensation, as required by Labor Code § 226.2, and those unpaid amounts are recoverable as unpaid minimum wages under Labor Code §§ 226.2 and 1194.

34. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

35. As a direct and proximate result of Defendants' unlawful conduct as alleged

1 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
2 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
3 entitled to recover economic and statutory damages and penalties and other appropriate relief as
4 a result of Defendants' violations of the California Labor Code and the applicable Wage Orders.

5 36. Defendants' practice and uniform administration of corporate policy regarding
6 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
7 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
8 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
9 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
10 Procedure § 1021.5.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

14 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 38. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
16 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
17 overtime hours worked, and provide a private right of action for the failure to pay all overtime
18 compensation for overtime work performed.

19 39. At all times relevant herein, Defendants were required to properly compensate
20 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
21 Labor Code § 1194 and the Wage Orders. The relevant Wage Orders require an employer to pay
22 overtime wages when an employee's hours worked cross certain thresholds or meet certain
23 criteria set forth in the Wage Order.

24 40. The foregoing policies and practices are unlawful and create entitlement to
25 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
26 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
27 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, the Wage Order/s, and
28 Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and applicable Wage Order(s). Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, and 512.

43. Separately, even where Defendants paid meal period premium compensation to Plaintiff and members of the Meal Period Class, Defendants computed that premium at Plaintiff's base hourly rate rather than at the regular rate of compensation that includes all non-discretionary compensation, including non-discretionary commission payments, in violation of Labor Code section 226.7 and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 12 Cal.5th 858.

44. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order/s, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Wage Order/s and California Labor Code §§ 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

47. As alleged herein, Defendants failed to authorize and permit Plaintiff and members

1 of the Rest Period Class to take all legally compliant rest periods.

2 48. In addition, because Plaintiff and members of the Rest Period Class were
3 compensated on a piece-rate basis during pay periods in which they earned per-case
4 compensation, Labor Code § 226.2(a)(1) and (a)(3) required Defendants to compensate their rest
5 and recovery periods separately from the piece-rate compensation at no less than the higher of the
6 statutory average hourly rate or the applicable minimum wage. Defendants paid no separate
7 compensation for rest and recovery periods. Plaintiff and members of the Rest Period Class are
8 accordingly owed unpaid rest and recovery period wages under Labor Code §§ 226.2 and 1194,
9 in addition to, and distinct from, the premium compensation owed under Labor Code § 226.7.

10 49. Separately, even where Defendants paid rest period premium compensation to
11 Plaintiff and members of the Rest Period Class, Defendants computed that premium at Plaintiff's
12 base hourly rate rather than at the regular rate of compensation that includes all non-discretionary
13 compensation, including non-discretionary commission payments, in violation of Labor Code
14 section 226.7 and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 12 Cal.5th 858.

15 50. The foregoing violations create an entitlement to recovery by Plaintiff and
16 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
17 owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit
18 according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 **(AGAINST ALL DEFENDANTS)**

22 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 52. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
24 states that "an employer shall indemnify his or her employees for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
26 his or her obedience to the directions of the employer..."

27 53. Due to Defendants' unlawful policy and practice of requiring employees to
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1 purchase steel-toe boots every four to five months and to incur other necessary business
2 expenditures in the performance of their duties, without reimbursement, Defendants have violated
3 Labor Code § 2802.

4 54. Plaintiff and the members of the Employee Expense Class are entitled to attorneys'
5 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

6 55. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
7 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
8 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
9 from the date on which they incurred the initial necessary expenditure.

10 **SIXTH CAUSE OF ACTION**
11 **WAGE STATEMENT VIOLATIONS**
12 **(AGAINST ALL DEFENDANTS)**

13 56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and the Wage Statement Class with complete and accurate wage statements that included, among
17 other requirements, accurate total gross wages earned, all hours worked at each applicable hourly
18 rate, all meal and rest period premiums, paid sick leave amounts paid at the correct regular rate
19 of compensation, and total net wages earned, in violation of Labor Code section 226(a). In pay
20 periods in which Plaintiff and the Wage Statement Class earned piece-rate compensation,
21 Defendants' wage statements also failed to state separately the total hours of compensable rest
22 and recovery periods and other nonproductive time, the rates of compensation, and the gross
23 wages paid for those periods, as required by Labor Code § 226.2(a)(2).

24 58. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
25 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
26 among other things, the non-payment of all minimum and overtime wages, and deprived them of
27 the information necessary to identify the discrepancies in Defendants' reported data.
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59. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

61. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

62. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, underpaid overtime and minimum wages owed, and meal and rest period premium wages. By way of example, Defendants did not pay Plaintiff his final wages, including his accrued vacation payout, until on or about July 18, 2025, sixteen (16) days after his July 2, 2025 discharge, and did not pay Plaintiff his final commission wages until approximately forty-five (45) days after his discharge. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintained a uniform practice of paying terminated employees their final wages on Defendants' next regularly scheduled payroll date rather than immediately upon discharge as required by Labor Code §§ 201 and 202. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the

1 meaning of Labor Code § 203.

2 63. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
3 Time Class their earned wages upon separation from employment results in a continued payment
4 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
5 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
6 plus reasonable attorneys' fees and costs of suit.

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 65. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of California Business and Professions Code § 17200
13 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, failing to
14 compensate rest and recovery periods and other nonproductive time as required by Labor Code §
15 226.2, and failing to furnish accurate, itemized wage statements.

16 66. Defendants' utilization of these unfair and/or unlawful business practices deprived
17 Plaintiff and continues to deprive members of the Classes of compensation to which they are
18 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
19 over Defendants' competitors who have been and/or are currently employing workers and
20 attempting to do so in honest compliance with applicable wage and hour laws.

21 67. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
22 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
23 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
24 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

25 68. The acts complained of herein occurred within the last four years immediately
26 preceding the filing of the Complaint in this action.

27 69. Plaintiff is compelled to retain the services of counsel to file this court action to
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1 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
2 of Defendants' current non-exempt employees, and to enforce important rights affecting the
3 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
4 which he is entitled to recover under Code of Civil Procedure § 1021.5.

5 **NINTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT**

7 **(AGAINST ALL DEFENDANTS)**

8 70. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
9 fully set forth herein.

10 71. Defendants have committed several Labor Code violations against Plaintiff,
11 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
12 within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved
13 employees, brings this representative action against Defendants to recover the civil penalties due
14 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
15 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
16 to: \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
17 subsequent violation or willful or intentional violation pursuant to Labor Code § for each failure
18 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
19 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per
20 pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation
21 pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial
22 violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
23 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
24 subsequent violation per employee per pay period for those violations of the Labor Code for which
25 no civil penalty is specifically provided, based on the following Labor Code violations:

- 26 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
27 Wage Class, and other aggrieved employees in violation of Labor Code §§
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1182.12, 1194, 1194.2, and 1197;

- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to permit and authorize Plaintiff and other aggrieved employees to exercise the use of their accrued paid sick leave days in violation of Labor Code §§ 233, 245.5, 246(b), and 246.5, and by failing to pay sick leave at the rate required by Labor Code § 246(1);
- d. Failure to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7 and 512;
- e. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7 and 516;
- f. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiff, the Employee Expense Class and other aggrieved employees in violation of Labor Code § 2802;
- g. Failure to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226, including the separate itemization of rest and recovery period and other nonproductive time compensation required by Labor Code § 226.2(a)(2);
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198;

- i. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5;
- j. Failing to compensate rest and recovery periods and other nonproductive time separately from piece-rate compensation at the statutorily required rates, and by failing to itemize that compensation on wage statements in violation of Labor Code § 226.2;
- k. Failing to pay all vested vacation wages at the rates required upon termination in violation of Labor Code § 227.3;
- l. Failing to provide a signed written contract setting forth the method by which commission and piece-rate compensation was computed and paid, and a signed receipt therefore in violation of Labor Code § 2751;
- m. Failing to timely pay all wages earned, including per-case piece-rate compensation, within the periods required by law in violation of Labor Code § 204; and
- n. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203.

72. On June 11, 2026, Plaintiff notified the California Labor and Workforce Development Agency (“LWDA”) via its website, and also notified Defendants via certified mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 72 (a)-(n). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

73. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699(k)(1).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2, 1198 and the applicable Wage Order/s;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and the applicable Wage Order/s;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff of all money and/or

property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

12. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee pay period, (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code sections cited in Labor Code § 2699.5;

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, and Code of Civil Procedure § 1021.5; and

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

Dated: August 28, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC



By: _____

Daniel J. Brown
Gregory K. Okada
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: August 28, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC



By: _____

Daniel J. Brown
Gregory K. Okada
Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On August 28, 2026, I served the document listed below on the parties in this action as follows:

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- X (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 28, 2026, at Ventura, California.

Isabella C. Aguinaga

Isabella Aguinaga

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Attorney for Defendant Fresno Beverage Company, Inc.