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IGNACIO ARAGON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

IGNACIO ARAGON, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

LAS GOLONDRINAS MEXICAN FOOD
PRODUCTS, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2026-01576679-CU-OE-CXC

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

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- 2. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 3. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 4. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 5. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 6. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 8. PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Ignacio Aragon (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other Aggrieved
3 Employees, hereby brings this Class and Representative Action Complaint against Las
4 Golondrinas Mexican Food Products, and Does 1 through 100, inclusive (collectively,
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other Aggrieved Employees, hereby
9 brings this class action for recovery of unpaid wages and penalties under California Business and
10 Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 510, 516,
11 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; and Industrial Welfare Commission Wage
12 Order No. 5 (“Wage Order 5”), in addition to seeking declaratory relief and restitution. This class
13 action is brought pursuant to California Code of Civil Procedure section 382. This Court has
14 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
15 controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Orange County. Defendants own, maintain offices, transact business, have an agent
20 or agents within Orange County, and/or otherwise are found within Orange County, and
21 Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
24 is, a California resident. Within the statute of limitations periods applicable to each cause of action
25 pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and
26 is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
27 property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204,
28 226, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2, 1197, 2802, 2804, 2698 *et seq.*; Business &

1 Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 5, which sets
2 employment standards for employees in the public housekeeping industry, which includes
3 restaurants.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
6 business as a restaurant, and that they employed Plaintiff and other similarly situated non-exempt
7 employees within Orange County and/or the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
12 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 20) to be subject to the
15 unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

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

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
28 Members (as defined in Paragraph 20).

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9. Plaintiff was employed by Defendants as an hourly-paid, non-exempt cook from

10. Defendants did not pay for all hours Plaintiff worked as required by California

11. Defendants should have paid some of this worktime at the overtime rate because,

1 Plaintiff for 7 hours and 45 minutes of work due to its rounding system. On information and
2 belief, Defendants have likewise under-paid other non-exempt employees during the putative
3 class period as a result of this unlawful time-rounding/time-shaving system, resulting in unpaid
4 minimum wages and unpaid overtime wages.

5 12. Defendants have also failed to provide meal periods to Plaintiff and other non-
6 exempt employees as required under California law. Specifically, Plaintiff and other non-exempt
7 employees were not relieved for a 30-minute meal period when they worked for Defendants.
8 Instead, Plaintiff and other non-exempt employees often had to return to work early, in lieu of
9 taking a 30-minute meal period to which they were legally entitled, because the restaurant was
10 too busy and Defendants required or pressured them to attend to customer needs. For instance,
11 on December 3, 2025, Plaintiff clocked out for a meal period on 10:42 a.m., but he had to return
12 to work at 11:07 a.m., 25 minutes after starting his meal period, because he had to attend to
13 customer needs. On October 10, 2025, Plaintiff's time records reflect that he clocked out for a
14 meal period at 10:15 a.m. and clocked back in at 10:37 a.m., just 22 minutes later. These are just
15 two examples of many non-compliant meal periods reflected in Plaintiff's time records.

16 13. Despite failing to provide Plaintiff and other non-exempt employees with legally
17 compliant meal periods, Defendants have failed to pay the meal period premiums required by
18 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
19 period, Defendants have maintained no payroll code or other mechanism for paying meal period
20 premiums when Defendants failed to provide a legally compliant meal period.

21 14. As with meal periods, Defendants have also failed to authorize and permit
22 compliant rest periods to Plaintiff and other non-exempt employees. Although Plaintiff and other
23 non-exempt employees regularly worked more than 3.5 hours in a workday for Defendants,
24 Defendants did not allow them to take a 10-minute, duty-free rest period. For example, the
25 restaurant manager watched employees on video to make sure they were working and not taking
26 breaks; if the manager saw on video that an employee left to go to the restroom, the manager told
27 the employee to get back to work, even if the employee was only on a break for 2-3 minutes.

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1 15. Despite failing to authorize and permit legally compliant rest periods to Plaintiff
2 and other non-exempt employees, Defendants have failed to pay the rest period premiums
3 required by Labor Code § 226.7. Upon information and belief, during at least a portion of the
4 putative class period, Defendants have maintained no payroll code or other mechanism for paying
5 rest period premiums when Defendants failed to authorize and permit a legally compliant rest
6 period.

7 16. As a result of Defendants' failure to pay all wages due, their failure to account for
8 and compensate for all hours worked by its employees, and their failure to pay meal and rest
9 period premium wages, Defendants have failed to pay all wages to Plaintiff and other formerly
10 employed non-exempt employees at the separation of their employment. In addition, Defendants
11 failed to provide Plaintiff with his final paycheck in accordance with Labor Code §§ 201-202.
12 Specifically, Plaintiff's employment was terminated on or about December 22, 2025, but he was
13 not paid his final paycheck until January 2, 2026, the next regularly scheduled payday.

14 17. As a further result of Defendants' unlawful practices described above, Defendants
15 have issued inaccurate wage statements to Plaintiff and other non-exempt employees, as
16 employees' wage statements failed to include accurate accountings of, among other things, all
17 hours worked, gross and net wages earned, and all meal and rest period premium wages owed.

18 18. Additionally, Defendants failed to pay their employees timely under Labor Code
19 § 204. Section 204 requires employers to pay for all wages earned in the first 15 days of the month
20 no later than the 26th of the month, and for wages earned from the 16th to final days of the month
21 no later than the 10th of the following month. Alternatively, an employer may comply by paying
22 its employees within 7 days of the end of the pay period. Defendants, however, consistently paid
23 their employees eight (8) days after the end of the pay period, which rendered their wages late
24 under Section 204. For example, in the pay period of November 14-27, 2025, Defendants paid
25 employee wages on December 5, 2025 (i.e., 8 days after the end of the pay period), which caused
26 wages earned on November 14-15, 2025 to be paid after November 26, 2025. As another example,
27 in the pay period of November 28 to December 11, 2025, Defendants paid employee wages on
28 December 19, 2025, which caused wages earned from November 28-30, 2025 to be paid well

1 after December 10, 2025. On information and belief, Defendants have consistently paid their
2 employees in this manner throughout the relevant time period, rendering employees' wages late
3 under Labor Code § 204.

4 19. On information and belief, Defendants have engaged in the above unlawful
5 practices throughout the putative class period and continuing to the present.

6 **CLASS ACTION ALLEGATIONS**

7 20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
8 following Classes pursuant to Section 382 of the Code of Civil Procedure:

9 a. The Minimum Wage Class consists of all of Defendants' current and former non-
10 exempt employees in California who were subject to Defendants' timekeeping and payroll
11 practices, at any point from four years prior to the filing of this action to the present.

12 b. The Overtime Class consists of all of Defendants' current and former non-exempt
13 employees in California who worked more than 8.0 hours in a workday and/or over 40.0
14 hours in a workweek, and who were subject to Defendants' timekeeping and payroll
15 practices at any time from four years prior to the filing of this action through the present.

16 c. The Meal Period Class consists of all of Defendants' current and former non-
17 exempt employees in California who worked at least one shift in excess of 5.0 hours, at
18 any time from four years prior to the filing of this action through the present.

19 d. The Rest Period Class consists of all of Defendants' current and former non-
20 exempt employees in California who worked at least 3.5 hours in at least one workday, at
21 any time from four years prior to the filing of this action through the present.

22 e. The Wage Statement Class consists of all members of the Minimum Wage Class,
23 Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
24 statement from Defendants at any time from one year prior to the filing of this action
25 through the present.

26 f. The Waiting Time Class consists of (i) all members of the Minimum Wage Class,
27 Overtime Class, Meal Period Class, and/or Rest Period Class, whose employment with
28 Defendants ended at any time from three prior to the filing of this action through the

present; and (ii) all of Defendants' California employees whose employment ended at any time from three years prior to the filing of this action to the present, and whose final wages were not paid timely consistent with Labor Code §§ 201-202.

21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

22. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, but not limited to:

- i. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;
- ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vi. Whether Defendants timely paid final wages to Waiting Time Class members.

23. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies

1 and/or practices applicable to each individual class member, such as Defendants' timekeeping,
2 overtime, wage statement, meal period, rest period, and final wage policies/practices. As such,
3 the common questions predominate over individual questions concerning each individual class
4 member's showing as to his or her eligibility for recovery or as to the amount of his or her
5 damages.

6 24. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
7 Plaintiff was employed by Defendants as a non-exempt employee in California during the
8 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
9 alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages
10 and overtime wages; was subject to Defendants' uniform meal and rest period policies/practices;
11 was furnished with inaccurate wage statements; and was deprived of all final wages upon
12 separation of employment from Defendants.

13 25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
14 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
15 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
16 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
17 actions in state and federal courts in the past and are committed to vigorously prosecuting this
18 action on behalf of the members of the Classes.

19 26. **Superiority:** The California Labor Code is broadly remedial in nature and serves
20 an important public interest in establishing minimum working conditions and standards in
21 California. These laws and labor standards protect the average working employee from
22 exploitation by employers who have the responsibility to follow the laws and who may seek to
23 take advantage of superior economic and bargaining power in setting onerous terms and
24 conditions of employment. The nature of this action and the format of laws available to Plaintiff
25 and members of the Classes make the class action format a particularly efficient and appropriate
26 procedure to redress the violations alleged herein. If each employee were required to file an
27 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
28 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly

superior resources. Moreover, requiring each Class member to pursue an individual remedy would discourage assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and potential damage to their careers. Further, the prosecution of separate actions by individual Class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual Class members are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 20 are maintainable under Section 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

28. Wage Order 5, § 4 and Labor Code §§ 1197 and 1182.12 establish employees' right 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, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

29. At all relevant times, 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 they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 5.

30. 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.

31. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 5.

32. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

33. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

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

35. At all relevant times, Defendants were required to compensate Plaintiff and Overtime Class members for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 5, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay.

36. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, for the reasons set forth in this Complaint.

39. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 5, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

41. Labor Code §§ 226.7 and 516, and Wage Order 5, § 11 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

42. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

43. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all hours worked at each rate of pay, and all wages earned, in violation of Labor Code § 226.

46. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their wages and meal and rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

47. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

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1 49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
2 an employer to pay all wages immediately at the time of separation of employment in the event
3 the employer discharges the employee, or the employee provides at least 72 hours of notice of
4 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
5 to quit, said employee's wages become due and payable not later than 72 hours upon said
6 employee's last date of employment.

7 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
9 at their separation from employment, including (but not limited to) unpaid minimum wages,
10 overtime wages, and unpaid meal and rest period premium wages.

11 51. Defendants' failure to pay all final wages was willful within the meaning of Labor
12 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
13 Time Class their earned wages upon separation from employment results in a continued payment
14 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
15 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
16 attorneys' fees and costs of suit.

17 **SEVENTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(AGAINST ALL DEFENDANTS)**

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

21 53. Defendants have engaged, and continue to engage, in unfair and/or unlawful
22 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
23 Plaintiff and the members of the Classes all earned wages, failing to timely pay wages during
24 employment, failing to provide meal and rest periods, failing to furnish accurate and complete
25 itemized wage statements, and failing to pay all earned wages at separation of employment.

26 54. Defendants' utilization of these unfair and/or unlawful business practices has
27 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
28 constitutes unfair and/or unlawful competition, and provides an unfair advantage over

Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

55. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein. Plaintiff for himself, and on behalf of the members of the Classes, seeks restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

56. The acts complained of herein occurred within the four years immediately preceding the filing of this action. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

58. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff is an "Aggrieved Employee" within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to timely pay wages to Plaintiff and other Aggrieved Employees during employment, in violation of Labor Code § 204;
- b. Failing to pay Plaintiff and other Aggrieved Employees at least the minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;

- 1 c. Failing to Plaintiff and other Aggrieved Employees all overtime and/or double-
2 time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194,
3 and 1198;
- 4 d. Failing to provide meal periods, and failing to pay meal period premiums, to
5 Plaintiff and other Aggrieved Employees, in violation of Labor Code §§ 226.7,
6 512, 558, and 1198;
- 7 e. Failing to authorize and permit all rest periods, and failing to pay rest period
8 premiums, to Plaintiff and other Aggrieved Employees, in violation of Labor
9 Code §§ 226.7, 516, 558, and 1198;
- 10 f. Failing to furnish Plaintiff and other Aggrieved Employees with accurate and
11 complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- 12 g. Failing to pay Plaintiff and other formerly employed Aggrieved Employees all
13 final wages due, in violation of Labor Code §§ 201-203;
- 14 h. Failing to maintain accurate records regarding Plaintiff and other Aggrieved
15 Employees, in violation of Labor Code §§ 1174, 1198, and 1199;

16 59. On or about June 9, 2026, Plaintiff notified Defendant Las Golondrinas Mexican
17 Food Products via certified mail, and the California Labor and Workforce Development Agency
18 (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s
19 intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations
20 of the Labor Code identified in paragraph 58 (a)-(h) above. Now that sixty-five (65) days have
21 passed from Plaintiff’s notifying Defendants and the LWDA of the above violations of the Labor
22 Code, Plaintiff has exhausted his administrative requirements for bringing a claim under the
23 Private Attorneys General Act with respect to these violations.

24 60. As indicated in Plaintiff’s PAGA notice letter, the “Aggrieved Employees” whom
25 Plaintiff seeks to represent include all of Defendants’ current and former non-exempt employees
26 who have worked for Defendants in California at any time from one year prior to the date of
27 Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA
28 action or any other alternative date agreed upon by the partes and/or approved by the Court.

61. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is 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 §§ 1182.12, 1194, 1194.2, 1197, and 1198;
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, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 203;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Classes 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 Bus. & Prof Code § 17200, *et seq.*;

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1 11. Upon the Eighth Cause of Action, for any and all civil penalties available to Plaintiff,
2 the State of California, and other Aggrieved Employees under the Private Attorneys General Act,
3 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
4 engaging in the unlawful conduct alleged herein;

5 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
6 Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California
7 Constitution;

8 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
9 226(e), 1194 *et seq.*, 2699(k), Cal. Code Civ. Proc. § 1021.5, and all other applicable statutes; and

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

11 Date: August 14, 2026

MARQUEE LAW GROUP, APC

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14 Tuvia Korobkin
Attorneys for Plaintiff

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16 **DEMAND FOR JURY TRIAL**

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

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19 Date: August 14, 2026

MARQUEE LAW GROUP, APC

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22 Tuvia Korobkin
Attorneys for Plaintiff