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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MELINDA DURAN, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

TEAM CENTRAL VALLEY, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2026-0010554

CLASS & PAGA REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq*.); and
9. PAGA Violations (Cal. Lab. Code §§ 2698, *et seq*.).

DEMAND FOR JURY TRIAL

Judge: Hon. Esmeralda Zendejas
Dept.: 11A

Complaint Filed: July 27, 2026
Trial Date: Not Yet Set

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Plaintiff MELINDA DURAN ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant TEAM CENTRAL VALLEY, INC., a California corporation, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

2. Plaintiff brings the First through Eighth Causes of Action individually on their own behalf and as a class action on behalf of certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee within the applicable statute of limitations period. Plaintiff brings the Ninth Cause of Action as a representative action pursuant to California Labor Code § 2699 on behalf of herself, the State of California, and all other current and former employees of Defendants who worked for any Defendant in California as hourly-paid or non-exempt employees during the applicable statutory period and against whom one or more of the Labor Code violations alleged herein was committed (hereinafter collectively referred to as the "Aggrieved Employees").

3. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Joaquin County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

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4. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide policy and practice of:

(a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

(b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law upon termination of employment;

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and

(f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

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6. At all relevant times, Defendants were and are legally responsible for all the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

7. Plaintiff MELINDA DURAN is a resident of San Joaquin County, California who worked for Defendant at a Domino's Pizza restaurant in Manteca, California as an hourly-paid, non-exempt employee from approximately March 6, 2026 to approximately July 9, 2026.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant TEAM CENTRAL VALLEY, INC. is, and at all relevant times was, a California corporation that owned, operated, and/or managed one or more Domino's Pizza franchise locations in California, including a Domino's Pizza restaurant in Manteca, San Joaquin County, California.

(a) Defendant TEAM CENTRAL VALLEY, INC. is a business entity conducting business in the State of California, including in San Joaquin County; and,

(b) Defendant TEAM CENTRAL VALLEY, INC. was the former employer of Plaintiff and is the current and/or former employer of the putative Class because it suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions. Defendant identified itself as Plaintiff's employer on Plaintiff's

wage statements under the name "Team Central Valley Inc."

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and a significant number of the Class and the Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JURISDICTION & VENUE

13. This Court has subject matter jurisdiction as an unlimited civil case. The Court has personal jurisdiction over Defendants under Code of Civil Procedure § 410.10.

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14. The Court has personal jurisdiction over Defendants because Plaintiff's, the Class Members', and the Aggrieved Employees' claims arise from Defendants' business activities conducted in California.

15. At all times mentioned herein, Defendants, inclusive and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff, the Class, and the Aggrieved Employees in the State of California.

16. Venue is appropriate in San Joaquin County, California, because many acts and omissions that give rise to the claims for relief alleged in this action occurred in San Joaquin County.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiff worked for Defendant at a Domino's Pizza restaurant in Manteca, California as an hourly-paid, non-exempt employee from approximately March 6, 2026 to approximately July 9, 2026. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least four to five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

18. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

19. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring

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Plaintiff, the Class, and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the end of the fifth or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks that could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

21. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff, the Class, and the Aggrieved Employees to work more than four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a

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rest period. Accordingly, Defendants' policy and practice was to disallow Plaintiff, the Class, and the Aggrieved Employees to take rest periods required under California law.

22. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when their employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff, the Class, and the Aggrieved Employees.

23. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not allowed in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to incorrectly believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages;

(b) the violations led them to incorrectly believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages;

(c) the violations led them to incorrectly believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate;

(d) the violations led them to incorrectly believe they had been paid minimum,

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straight time, overtime, meal period premium, and rest period premium wages at the correct California rate;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

24. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, personal cell phone use for employment purposes and work attire.

25. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

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CLASS ACTION ALLEGATIONS

26. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

27. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

28. The proposed Class consists of and is defined as:

> All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

29. At all material times, Plaintiff was a member of the Class.

30. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is presently unknown to Plaintiff; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-

defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while their privacy is protected.

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32. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to provide Class Members with timely final wages;

(e) Failed to provide Class Members with accurate wage statements;

(f) Failed to indemnify Class Members for expenditures; and,

(g) Violated California Business & Professions Code §§ 17200 *et. seq*. as a result of their illegal conduct as described above.

33. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation

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for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

34. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

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35. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 34 in this Complaint.

36. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

37. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff, the Class, and the Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

38. Accordingly, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

39. By and through the conduct described above, Plaintiff, the Class, and the Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

40. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff, the Class, and the Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff, the Class, and the Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the Class, and the Aggrieved Employees, and which will be ascertained according to proof at trial.

41. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff, the Class, and the Aggrieved Employees.

42. Pursuant to California Labor Code § 1194.2, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

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43. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the applicable statute of limitations period, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff, the Class, and the Aggrieved Employees all such wages due and failed to pay those wages twice a month.

44. Plaintiff, the Class, and the Aggrieved Employees are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 44 in this Complaint.

46. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

47. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

48. At all times relevant hereto, Plaintiff, the Class, and the Aggrieved Employees have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

49. At all times relevant hereto, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

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50. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff, the Class, and the Aggrieved Employees for their overtime hours worked, Plaintiff, the Class, and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

51. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff, the Class, and the Aggrieved Employees.

52. Plaintiff, the Class, and the Aggrieved Employees also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

53. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff, the Class, and the Aggrieved Employees with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 53 in this Complaint.

55. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff, the Class, and the Aggrieved Employees of all duty to allow first daily meal periods no later than the end of Plaintiff's, each Class Member's, and each Aggrieved Employee's fifth hour of work in a workday, and to take second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for

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each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

56. Despite these legal requirements, Defendants regularly failed to provide Plaintiff, the Class, and the Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take all meal periods as alleged above (or because Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

57. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal periods, plus interest.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 57 in this Complaint.

59. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). According to the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

60. Despite these legal requirements, Defendants failed to authorize Plaintiff, the Class, and the Aggrieved Employees to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff, the Class, and the Aggrieved Employees to take rest periods as alleged above (or because Defendants made it

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impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

61. Under California law, Plaintiff, the Class, and the Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest breaks, plus interest.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 61 in this Complaint.

63. California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

64. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

65. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

67. The Class is also entitled to recover from Defendants their accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 68 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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71. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the Class, and the Aggrieved Employees, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

74. Calculation of the true wage entitlement for Plaintiff, the Class, and the Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff, the Class, and the Aggrieved Employees were also injured by having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

75. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

76. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive relief, as well as an award of attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

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77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 76 in this Complaint.

78. As set forth above, Plaintiff, the Class, and the Aggrieved Employees were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff, the Class, and the Aggrieved Employees for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

80. As a result, Plaintiff, the Class, and the Aggrieved Employees were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

81. Plaintiff, the Class, and the Aggrieved Employees are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 81 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

84. Defendants' conduct has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Defendants' activities are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq*.

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86. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum and Straight Time Wages

87. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Overtime Wages

88. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

90. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business & Professions Code §§ 17200, *et seq*.

Failure to Indemnify Business Expenses

91. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

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92. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiff, the Class, and the Aggrieved Employees suffered monetary injury as a direct result of Defendants' wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class, and the Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff, the Class, and the Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants to recover restitution.

95. Plaintiff, individually, and on behalf of members of the putative Class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

96. Plaintiff, individually, and on behalf of members of the putative Class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

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98. Pursuant to California Business & Professions Code §§ 17200, *et seq*., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*.)

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 98 in this Complaint.

100. At all times herein mentioned, Defendants were subject to the California Labor Code and the applicable IWC Wage Orders.

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

102. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code § 2699, subdivision (c)(1), because Plaintiff was employed by Defendants and personally suffered each of the violations alleged herein during the period prescribed under Code of Civil Procedure § 340.

103. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On or about July 31, 2026, Plaintiff gave written notice by online filing to the

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Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant TEAM CENTRAL VALLEY, INC. and its agent for service of process of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about July 31, 2026. Plaintiff's PAGA case number is LWDA-CM-1194604-26. A true and correct copy of the PAGA notice is attached hereto as **Exhibit 1**.

104. More than 65 calendar days have elapsed since Plaintiff provided notice, and the LWDA has not provided notice that it intends to investigate Defendants' Labor Code violations described in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code § 2699, subdivisions (a) and (f), Plaintiff, on behalf of herself, the State of California, and all current and former Aggrieved Employees, seeks recovery of any and all applicable civil penalties for Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, subdivision (a), 226.7, 510, 1174, 1194, 1197, 1198, and 2802, and the applicable IWC Wage Orders, including, without limitation, civil penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f).

105. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code § 1174, subdivision (d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Wage Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Wage Order section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

106. During the period of employment of Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the California Labor Code and IWC Wage Orders

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by failing to maintain accurate records showing meal periods, and accurate records showing when employees begin and end each work period. Defendants' failure to provide and maintain records required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees of the ability to know, understand, and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

107. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of herself, the State of California, and the Aggrieved Employees. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

108. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699, subdivision (k)(1), which provides that any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including the filing fee paid to the LWDA.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the Class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third,

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Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

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

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

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

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

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

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

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

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16. For unpaid meal period premium wages as may be appropriate;

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

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

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Sixth Cause of Action

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

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq*. by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a

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result of violations of California Business & Professions Code §§ 17200 *et seq*.;

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

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

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to timely pay all wages due during employment and at termination, failing to furnish accurate itemized wage statements, failing to maintain accurate and complete payroll records, and failing to indemnify employees for necessary expenditures;

48. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq*., and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699, subdivision (k)(1); and

50. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action

51. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: October 5, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Thiago M. Coelho
Lauren M. Lendzion
Jennifer M. Leinbach
Jesse S. Chen

Attorneys for Plaintiff

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Los Angeles, CA 90017

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 5, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Thiago M. Coelho
Lauren M. Lendzion
Jennifer M. Leinbach
Jesse S. Chen

Attorneys for Plaintiff

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EXHIBIT 1

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July 30, 2026

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

TEAM CENTRAL VALLEY, INC.
2930 Geer Road #174
Turlock, CA 95382
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6780 5220 42

GREG DEGRANDIS
Agent for Service of Process for:
TEAM CENTRAL VALLEY, INC.
2930 Geer Road #174
Turlock, CA 95382
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6780 5220 59

Re: Duran v. Team Central Valley, Inc.
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Melinda Duran to pursue a representative action under the California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code section 2699, et seq. against her former employer, Team Central Valley, Inc. ("Team Central Valley" or "Employer"). The purpose of this letter is to comply with PAGA and to set forth the specific Labor Code provisions allegedly violated and the facts and theories supporting those violations, which Duran alleges Team Central Valley committed with respect to Duran and other current and former employees against whom one or more of the same alleged violations was committed.

Duran wishes to pursue this action on behalf of Team Central Valley's current and former employees, on behalf of the State of California, as well as on behalf of all other persons who worked for Team Central Valley in California as non-exempt or hourly-paid employees during

the applicable statutory period and against whom one or more of the same Labor Code violations alleged herein was committed (collectively referred to as, "Aggrieved Employees").

Duran personally suffered each of the Labor Code violations alleged below, and Aggrieved Employees, or some of them, suffered one or more of those violations.

Duran's Employment with Team Central Valley

Team Central Valley is a California corporation that owns, operates, and/or manages one or more Domino's Pizza franchise restaurant locations in California, including a Domino's Pizza restaurant in Manteca, California. Therefore, and based on all the facts and circumstances incident to Team Central Valley's business in California, Team Central Valley is subject to the Labor Code, the Industrial Welfare Commission's (IWC) Wage Orders, and the California Business and Professions Code.

Duran is a resident of Stockton, California who worked for Team Central Valley in San Joaquin County, California, as an hourly-paid, non-exempt employee from approximately March 6, 2026 to July 9, 2026. Duran worked as an Assistant Manager at Team Central Valley's Domino's Pizza restaurant located at 107 W. North Street, Suite 101, Manteca, California 95336. Her duties included assisting with restaurant operations, opening and preparing the store for business, food preparation, customer service, and responding to work-related communications from supervisors and coworkers.

During Duran's employment with Team Central Valley, Team Central Valley paid Duran $21.00 per hour, classified her as non-exempt from overtime, and paid her biweekly by direct deposit. Team Central Valley typically scheduled Duran to work approximately four days per workweek and approximately eight hours per day, with varying start times. Duran's hours were tracked through ADP, but she also performed work before clocking in, during unpaid meal and rest periods, and after clocking out, causing her to work more than eight hours on some workdays without being paid for all time worked.

In performing her duties, Duran was regularly required to perform work "off the clock" and without compensation. For example, before clocking in she was required to start the company computer, turn on ovens, turn off the security alarm, prepare food, and otherwise prepare the store for opening, totaling approximately 45 minutes per week. She also changed into her required uniform before clocking in, totaling approximately 15 minutes per week. Duran was further required to monitor and respond to work-related calls and text messages on her personal cell phone during meal and rest periods and outside scheduled work hours. Due to understaffing, customer demand, and these ongoing work communications, Duran was frequently deprived of an opportunity to take legally compliant meal and rest breaks.

Team Central Valley did not provide Duran and Aggrieved Employees with meal and rest break premiums as required by the Labor Code, and Duran does not recall ever receiving any meal or rest break premiums. Additionally, Duran necessarily incurred business-related expenses for the required use of her personal cell phone for work. Her cell phone service cost approximately $105 per month, with approximately 10 percent attributable to work use, but Team Central Valley did not reimburse those expenses. These are non-exhaustive examples of the facts and theories Duran asserts, which are described in more detail below.

Throughout Duran's employment, Team Central Valley did not (1) pay for all hours worked, including minimum, straight time, and overtime wages; (2) provide Duran with legally compliant meal periods; (3) authorize and permit Duran to take legally compliant rest periods; (4) timely pay all wages owed to Duran upon the end of her employment; (5) furnish accurate wage statements to Duran; and (6) indemnify Duran for necessary business expenditures. As further discussed below, Duran alleges that her experience working for Team Central Valley was typical and illustrative of practices affecting Aggrieved Employees, or some of them.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of the employer and including the time the employee is suffered or permitted to work, whether required to do so.

In addition, Labor Code section 510 provides that employees in California shall not be employed for more than 8 hours on any workday or 40 hours in a workweek unless they receive additional compensation plus their regular wages in amounts specified by law.

Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive the additional compensation as required by law. Further, Section 1198 declares unlawful the employment of an employee for hours longer than those fixed by the IWC.

Throughout the statutory period, Team Central Valley did not pay Duran and Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Team Central Valley required Duran to perform uncompensated work before clocking in, during unpaid meal and rest periods, and after clocking out. Before clocking in, Duran was required to start the company computer, turn on the ovens, turn off the security alarm, prepare food, and prepare the store for opening, totaling approximately 45 minutes per week. She also changed into her required uniform before clocking in, totaling approximately 15 minutes per week. Team Central Valley also required Duran to carry and monitor her personal cell phone throughout the workday, including during meal and rest periods. Coworkers and supervisors,

including Michelle Baca, called and texted Duran with work-related questions, assignment updates, and instructions; if Duran did not answer promptly, Baca would continue calling until Duran answered. Duran estimates this uncompensated work during meal and rest periods totaled approximately 2.5 hours per week. In addition, approximately seven days per week Duran received and monitored after-hours and days-off work communications from supervisors, totaling approximately 30 minutes per week. Some of this unpaid work caused Duran to work more than eight hours in a workday and should have been paid at the overtime rate. In failing to pay for all hours worked, Team Central Valley also failed to maintain accurate records of the hours Duran and Aggrieved Employees, or some of them, worked.

As a result, Team Central Valley is liable to Duran and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Breaks

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal break no later than the start of the sixth hour of work in a workday. Further, employees are entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Despite these legal requirements, Team Central Valley at times wrongfully failed to provide Duran and Aggrieved Employees, or some of them, with a timely, uninterrupted, and duty-free meal break. Approximately twice per week, Duran was unable to begin her meal period until more than five hours into her shift because there were not enough coworkers to cover customer demand, requiring her to work for several hours uninterrupted before she could take time off. In addition, approximately four times per week, Duran was required to carry and monitor her personal cell phone during meal periods and to respond to work-related calls and text messages from coworkers and supervisors, including Michelle Baca. If Duran did not respond promptly, Baca would continue calling until she answered.

Team Central Valley also continued to assert control over Duran and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks that could not be completed without working in lieu of taking mandatory meal breaks, and by requiring Duran to remain available for work-related communications during meal periods. Due to understaffing and customer demand, Duran was at times unable to leave her duties for a timely meal period, and work-related calls and texts prevented meal periods from being fully duty-free. Accordingly, Team Central Valley at times failed to provide meal breaks to Duran and Aggrieved Employees, or some of them, in compliance with California law.

Duran and the Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not provided with all required meal breaks. Team Central Valley, however, at times failed to pay Duran and Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal breaks that were not provided. Duran does not recall ever receiving any meal and rest break premiums.

Thus, Team Central Valley is liable to Duran and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal breaks and pay meal period premium wages.

Failure to Authorize and Permit Rest Breaks

Per California law, employers are required to authorize and permit breaks of 10 uninterrupted minutes for each 4 hours of work or major fraction of 4 hours (*i.e.*, more than 2 hours). Thus, for example, if an employee's work time is 6 hours and 10 minutes, the employee is entitled to 2 rest breaks. Each failure to authorize rest breaks as required is itself a violation of California's rest break laws.

Throughout the statutory period, Team Central Valley at times wrongfully failed to authorize and permit Duran and Aggrieved Employees, or some of them, to take legally compliant rest breaks in the manner required by law. Approximately four times per week, Duran was unable to take required rest breaks because there were not enough coworkers to cover customer demand, requiring her to work for several hours uninterrupted. Team Central Valley also required Duran to carry and monitor her personal cell phone during rest periods and to respond to work-related communications.

Instead, Team Central Valley at times continued to assert control over Duran and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks that could not be completed without working in lieu of mandatory rest breaks, or by denying them a practical opportunity to take a rest break because of understaffing and customer demand. Duran was also required to monitor and respond to work-related calls and text messages from coworkers and supervisors, including Michelle Baca, during purported rest periods; if Duran did not answer promptly, Baca would continue calling until Duran answered.

Accordingly, Team Central Valley at times failed to authorize and permit Duran and Aggrieved Employees, or some of them, to take rest breaks in compliance with California law. Duran and Aggrieved Employees, or some of them, are thus entitled to be paid 1 hour of additional wages for each workday they were not authorized and permitted to take all required rest breaks. Team Central Valley, however, at times failed to pay Duran and Aggrieved Employees, or some of

them, the additional wages to which they were entitled for rest breaks that were not authorized and permitted.

As a result, Team Central Valley is liable to Duran and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Team Central Valley's failure at times to pay Duran and Aggrieved Employees, or some of them, for all wages as discussed above, Team Central Valley also violated Labor Code section 204.

Section 204 requires employers to pay employees all earned wages twice per month. Throughout the applicable statute of limitations period, employees were entitled to be paid twice a month at their regular rates, including all meal and rest break premium wages owed and wages owed for overtime hours worked. However, at times, Team Central Valley failed and refused to pay Duran all wages due, and failed to pay those wages twice a month, in that Duran was not paid all wages for all meal periods not provided by Team Central Valley, all wages for all rest periods not authorized and permitted by Team Central Valley, and all wages for all hours worked. As a result, Team Central Valley owes Duran the legally required wages for unpaid wages, and Duran and Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Team Central Valley is liable to Duran and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Breaks

Duran seeks penalties under Labor Code section 1174, subdivision (d). Per Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by section 1174 is subject to a penalty under section 1174.5. Under the applicable IWC Order section 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal breaks and total hours worked daily shall also be recorded.

Team Central Valley, however, at times failed to maintain accurate records of hours worked and all meal breaks taken or missed by Duran and Aggrieved Employees, or some of them.

Team Central Valley's failure to provide and maintain records required by the Labor Code and the applicable IWC Wage Orders deprived Duran and Aggrieved Employees, or some of them,

the ability to know, understand and question the accuracy and frequency of meal breaks, and the accuracy of their hours worked stated in Team Central Valley's records. Therefore, Duran and Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Team Central Valley. As a direct result, Duran and Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Team Central Valley to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Team Central Valley's knowing failure, at times, to comply with the Labor Code and applicable IWC Wage Orders, Duran and Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code section 213, subdivision (d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, Duran's employment and the employment of other Aggrieved Employees ended, whether by quitting or discharge, and the employment of others will end. Team Central Valley at times failed to pay Duran and terminated Aggrieved Employees, or some of them, all wages required to be paid at termination under Labor Code sections 201 and 202. These unpaid final wages include wages for unpaid work time, including minimum, straight time, and overtime wages, as well as unpaid meal and rest period premium wages. Because Team Central Valley did not pay these wage components during employment, they remained unpaid when Duran's employment ended on approximately July 9, 2026.

Team Central Valley's conduct violates Labor Code sections 201 and 202. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date,

and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Duran and Aggrieved Employees, or some of them, are entitled to recover from Team Central Valley their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code section 203.

Moreover, Team Central Valley is liable to Duran and Aggrieved Employees, or some of them, for applicable civil penalties under PAGA arising from the failure to timely pay all wages due at termination.

Failure to Furnish Accurate Wage Statements

Labor Code section 226, subdivision (a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of its employees an accurate itemized wage statement in writing showing 9 pieces of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of their Social Security number or an employee identification number other than a Social Security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, Team Central Valley at times failed, and continues at times to fail, to furnish Duran and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates and all gross and net wages earned, including correct total hours worked and correct wages due for off-the-clock work, meal periods not provided in accordance with California law, and rest periods not authorized and permitted in

accordance with California law. Although Duran received wage statements, the wage statements did not reflect the uncompensated work and related wages described above.

Because Team Central Valley at times violated Labor Code section 226, Duran and Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Duran and similarly Aggrieved Employees, or some of them, are entitled to recover from Team Central Valley the greater of their actual damages caused by Team Central Valley's failure to comply with Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding $4,000 per employee. Moreover, Team Central Valley is liable to Duran and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 226.3 for failing to timely furnish accurate itemized wage statements.

Recordkeeping Requirement Violations

Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by employees. For all applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal breaks were provided each day.

Based on information and belief, Team Central Valley at times failed, and continues at times to fail, to keep accurate and complete payroll records as required by law, including records of total daily hours worked, applicable rates of pay, accurate start and end times for work periods, and accurate records of meal periods. Duran's scheduled hours were recorded through ADP, but the system did not capture the off-the-clock work she performed before clocking in, during meal and rest periods, and after clocking out.

Based on information and belief, Team Central Valley at times failed and continues at times to fail to keep accurate and complete records showing total hours worked by Duran and Aggrieved Employees, or some of them, because required off-the-clock work was not recorded. Team Central Valley also failed at times to keep accurate and complete records of hours worked because Duran and Aggrieved Employees, or some of them, were not relieved of all duties and employer control during unpaid meal periods.

Based on information and belief, Team Central Valley further failed at times, and continues at times to fail, to maintain records accurately reflecting whether Duran and Aggrieved Employees, or some of them, received timely and duty-free meal periods, including where meal periods were delayed or interrupted by work-related communications.

Based on further information and belief, Team Central Valley further failed at times, and continues at times to fail, to record the true start and end times of Duran's and Aggrieved

Employees' work shifts, or some of them, because work performed before clocking in and after clocking out was not recorded.

Team Central Valley's failure to keep accurate and complete payroll and time records for Duran and Aggrieved Employees, or some of them, violates Labor Code section 1174 and applicable IWC Wage Order recordkeeping requirements and subjects Team Central Valley to applicable civil penalties.

Failure to Indemnify Necessary Expenditures

Labor Code section 2802, subdivision (a) provides that employers shall indemnify their employees for all necessary business expenditures or losses incurred by the employees in direct discharge of their duties. Throughout the applicable statute of limitations period, Team Central Valley at times wrongfully required Duran and Aggrieved Employees, or some of them, to use their personal cell phones for work-related purposes without reimbursement. Duran was required to carry and monitor her personal cell phone throughout the workday, including during meal and rest periods, and received calls and text messages from supervisors and coworkers concerning work-related questions, assignment updates, and instructions. She also received work-related calls and text messages after regular working hours and on days off. Team Central Valley did not reimburse Duran for this necessary business expense.

As a result, Team Central Valley is liable to Duran and Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code section 2802 and 2699, subdivision (f)(2) for failing to indemnify Duran and Aggrieved Employees, or some of them, for necessary business expenditures.

Action for PAGA Civil Penalties

In light of the above, Duran alleges that Team Central Valley violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code sections 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to provide meal breaks;
3. Labor Code section 226.7 and applicable IWC Wage Orders by failing at times to authorize and permit rest breaks;
4. Labor Code section 204 by failing at times to pay all earned wages twice per month;

5. Labor Code section 1174.5 and applicable IWC Wage Orders by failing at times to maintain accurate records of hours worked and meal breaks taken or missed;
6. Labor Code sections 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code section 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code section 1174 by failing at times to keep accurate and complete payroll records; and
9. Labor Code section 2802 by failing at times to indemnify for necessary expenditures;

Therefore, on behalf of potentially Aggrieved Employees, Duran seeks applicable penalties related to the violations alleged above per PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699.

Duran has placed Team Central Valley on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jennifer Leinbach, Esq.
WILSHIRE LAW FIRM, PLC
jennifer.leinbach@wilshirelawfirm.com

Outlook

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Fri 7/31/2026 11:31 AM
To Lauren Lendzion's Team <laurenlendzionsteam@wilshirelawfirm.com>

7/31/2026

LWDA Case No. LWDA-CM-1194604-26
Law Firm : Wilshire Law Firm, PLC
Plaintiff Name : Melinda Duran
Employer: TEAM CENTRAL VALLEY, INC.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://nam12.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.dir.ca.gov%2Fdosh%2Fcomplaint.htm&data=05%7C02%7Cvirginia.tomlinson%40wilshirelawfirm.com%7Cb4d39029dafa473b89d708deef31e673%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639211194794067718%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=wZ27cBd9KHhPeoZmth%2FaJszdkG1JPbrQBZtUWECyjyg%3D&reserved=0

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cvirginia.tomlinson%40wilshirelawfirm.com%7Cb4d39029dafa473b89d708deef31e673%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639211194794098402%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=80crdCOu4cmUX%2FdqJtLDiE8PXI4%2BhQ4UVQ54%2BeLTaig%3D&reserved=0

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

PROOF OF SERVICE

MELINDA DURAN vs. TEAM CENTRAL VALLEY, INC.
San Joaquin County Superior Court Case No.: STK-CV-UOE-2026-0010554

I, Virginia Tomlinson, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is *virginia.tomlinson@wilshirelawfirm.com*.

On **October 5, 2026**, I served the foregoing document(s) described as:

FIRST AMENDED COMPLAINT

on interested parties in this action as follows:

Raquel Arreola, Esq.
HENDERSON ARREOLA, APC
1101 15th Street
Modesto, CA 95354-1103
raquel@hendersonarreola.com;
vanessa@hendersonarreola.com;
kamryn@hendersonarreola.com;

Attorneys for Defendant, TEAM CENTRAL VALLEY, INC.

☒ **BY ELECTRONIC SERVICE** Based on a court order or an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, by emailing a copy. Pursuant to CCP 1013 (b)(1), my electronic service address is virginia.tomlinson@wilshirelawfirm.com .

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

Executed on **October 5, 2026,** at Los Angeles, California.

V Tomlinson

Virginia Tomlinson