

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung, SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
3 E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000

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Clerk of the Superior Court
By S. Bakke ,Deputy Clerk

6 Attorneys for Plaintiff CARLOS ANTONIO BARAJAS

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10
11 CARLOS ANTONIO BARAJAS, an
individual and on behalf of all others similarly
12 situated;

13 Plaintiff,

14 vs.

15 PATRIOT LOGISTICS SERVICES LLC, a
California limited liability company; and
16 DOES 1 through 50,

17 Defendants.
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Case No.: 37-2024-00007594-CU-OE-CTL

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

- (1) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);
- (2) WAGE STATEMENT PENALTIES
(LABOR CODE § 226);
- (3) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);
- (4) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES
(LABOR CODE § 2802);
- (5) UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*);
- (6) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*); and
- (7) OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198)

DEMAND FOR JURY TRIAL

1 Plaintiff CARLOS ANTONIO BARAJAS (“Plaintiff”), on behalf of himself and all others
2 similarly situated, hereby brings this Second Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants PATRIOT LOGISTICS SERVICES LLC, a California limited
4 liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516,
10 558.1, 1174, and 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 9-
11 2001 (“Wage Order 9”), in addition to seeking injunctive relief, declaratory relief, and restitution.
12 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
14 exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have
16 agents, and/or transact business in the State of California, including San Diego County, and some of
17 the acts and omissions complained of herein occurred in San Diego County. Furthermore, Plaintiff
18 was employed by Defendants within San Diego County.

19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
23 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
24 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
25 *seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558.1, 1174, and
26 2802, 2698, *et seq.*, and Wage Order 9.

27 4. Plaintiff is informed and believes, and based thereon alleges, that during the
28 applicable statute of limitations for each cause of action pled herein and continuing to the present,

1 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
2 similarly-situated non-exempt employees within San Diego County, and the State of California and,
3 therefore, were (and are) doing business in San Diego County and the State of California.

4 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
6 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
8 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
9 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
10 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
11 employment practices, wrongs, injuries, and damages complained of herein.

12 6. At all times herein mentioned, each of said Defendants participated in the doing of
13 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
14 Defendants, and each of them, were the agents, servants, and employees of each of the other
15 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
16 within the course and scope of said agency and employment.

17 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
20 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
21 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
22 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

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

26 9. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged.

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a delivery business that contracts with Amazon.com to
3 conduct deliveries in California. Defendants has employed Plaintiff as an hourly-paid, non-exempt
4 employee since approximately May 2023 as a delivery driver in Carlsbad, California.

5 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for all overtime wages due. Plaintiff and other non-exempt employees regularly
8 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
9 belief, Defendants failed to incorporate multiple rates of pay and/or all non-discretionary
10 remuneration, including a \$50 flat-sum bonus, into the regular rate of pay. As a result, Plaintiff and
11 other non-exempt employees were not compensated for all earned overtime wages.
12

13 12. Labor Code § 246 mandates employers to comply with various requirements with
14 respect to the provision of paid sick leave to employees. During the relevant time period,
15 Defendants failed to provide Plaintiff and other employees with any paid sick leave. When Plaintiff
16 inquired with Defendants regarding his entitlement to paid sick leave, Defendants falsely replied
17 that they did not need to provide paid sick leave because their company was too small. Additionally,
18 upon information and belief, Defendants violated Labor Code § 246 by failing to incorporate
19 multiple rates of pay and/or all non-discretionary remuneration, including a \$50 flat-sum bonus, into
20 the paid sick leave pay rate.

21 13. Defendants failed to provide Plaintiff and other non-exempt employees with all
22 legally compliant meal periods due to Defendants' meal period policies/practices, which have
23 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
24 and/or missed meal periods. Plaintiff and other non-exempt employees occasionally worked more
25 than 10 hours in a shift but were not provided with compliant second meal periods. On those
26 occasions when Plaintiff and other non-exempt employees were not provided with all legally
27 compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiff and
28 other non-exempt employees with the required meal period premium(s) for each workday there was

1 a meal period violation as mandated by Labor Code § 226.7. Upon information and belief,
2 Defendants maintained no mechanism for the payment of meal period premium payments as
3 required by Labor Code § 226.7 in the event that a legally compliant meal period was not provided
4 to their non-exempt employees.

5 14. As a result of Defendants' failure to pay all failure to pay all overtime wages, meal
6 period premium wages, and paid sick leave wages, and unlawful timekeeping and payroll practices
7 as alleged above, Defendants failed timely pay all final wages to other former non-exempt
8 employees upon their separation of employment from Defendants.

9 15. During the relevant time period, Defendants did not provide Plaintiff and other non-
10 exempt employees with complete and accurate itemized wage statements. The wage statements they
11 received from Defendants were in violation of Labor Code § 226(a). The violations include, but are
12 not limited to, the failure to include the total hours worked, including gross and net wages, the
13 address of the legal entity that is the employer, and failure to state all applicable hourly rates in
14 effect during the pay period and the corresponding number of hours worked at each hourly rate by
15 the employee.

16 16. Additionally, Defendants required Plaintiff and other non-exempt employees to use
17 their personal cellphones to clock in and out and geolocation. Despite requiring employees to incur
18 these necessary business expenses, Defendants failed to reimburse Plaintiff and other non-exempt
19 employees for the cost of these expenses.

20 **CLASS ACTION ALLEGATIONS**

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

- 23 a. Meal Period Class: All current and former non-exempt employees of Defendants in
24 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
25 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
26 immediately preceding the filing of this action through the present.
- 27 b. Wage Statement Class: All current and former non-exempt employees of Defendants
28 in the State of California who received a wage statement, during the one year

1 immediately preceding the filing of this action through the present.

2 c. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
3 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
4 during the three years immediately preceding the filing of this action through the
5 present.

6 d. Expense Reimbursement Class: All current and former non-exempt employees of
7 Defendants in the State of California who were not reimbursed for all necessary
8 business expenses, during the four years immediately preceding the filing of this
9 action through the present.

10 e. Overtime Class: All current and former non-exempt employees of Defendants in the
11 State of California who worked more than eight hours per day and/or 40 hours per
12 week and were subject to Defendants' timekeeping policies and/or practices, during
13 the four years immediately preceding the filing of this First Amended Complaint
14 through the present.

15 18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
16 joinder of all members would be impractical, if not impossible. The membership of the Classes is
17 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
18 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
19 of Defendants' employment records, including payroll records.

20 19. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
21 **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
22 the Classes, which predominate over questions affecting only individual members including,
23 without limitation to:

24 a. Whether Defendants provided all legally compliant meal periods or paid meal period
25 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
26 226.7 and 512;

27 b. Whether Defendants furnished legally compliant wage statements to members of the
28 Wage Statement Class pursuant to Labor Code § 226;

- 1 c. Whether Defendants reimbursed members of the Expense Reimbursement Class for
2 all necessary business expenses pursuant to Labor Code § 2802;
- 3 d. Whether Defendants timely paid all final wages to members of the Waiting Time
4 Class at the time of their separation of employment pursuant to Labor Code §§ 201
5 and 202; and
- 6 e. Whether Defendants properly paid all overtime wages to members of the Overtime
7 Class.

8 These common questions of law and fact set forth above are numerous and substantial and
9 stem from Defendants' policies and/or practices applicable to each individual class member. As
10 such, the common questions predominate over individual questions concerning each individual
11 class member's showing as to their eligibility for recovery or as to the amount of their damages.

12 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
13 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
14 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
15 Plaintiff, like the members of the Classes, was not provided all required meal periods, did not
16 receive premium pay for non-compliant meal periods, did not receive all overtime wages, was not
17 provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
18 necessary business expenses.

19 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
20 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
21 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
22 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
23 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
24 members of the Classes.

25 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
26 public interest in establishing minimum working conditions and standards in California. These laws
27 and labor standards protect the average working employee from exploitation by employers who
28 have the responsibility to follow the laws and who may seek to take advantage of superior economic

1 and bargaining power in setting onerous terms and conditions of employment. The nature of this
2 action and the format of laws available to Plaintiff and members of the Classes make the class
3 action format a particularly efficient and appropriate procedure to redress the violations alleged
4 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
5 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
6 resources of each individual plaintiff with their vastly superior financial and legal resources.

7 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
8 would also discourage the assertion of lawful claims by employees who would be disinclined to file
9 an action against their former and/or current employer for real and justifiable fear of retaliation and
10 permanent damages to their careers at subsequent employment. The claims of the individual
11 members of the Class are not sufficiently large to warrant vigorous individual prosecution
12 considering all of the concomitant costs and expenses attending hereto.

13 24. Furthermore, the prosecution of separate actions by the individual class members,
14 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
15 with respect to the individual class members against Defendants herein; and which would establish
16 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
17 respect to individual class members which would, as a practical matter, be dispositive of the interest
18 of the other class members not parties to adjudications or which would substantially impair or
19 impede the ability of the class members to protect their interests. As such, the Classes identified
20 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

21 **FIRST CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(Against All Defendants)**

24 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
27 in their affirmative obligation to provide all of their non-exempt employees in California, including
28 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in

1 accordance with the mandates of the Labor Code and Wage Order 9, § 11.

2 27. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
3 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
4 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

5 28. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
6 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
7 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
8 §§ 226.7, 512, 558, Wage Order 9, and Civil Code §§ 3287 and 3289.

9 **SECOND CAUSE OF ACTION**

10 **WAGE STATEMENT PENALTIES**

11 **(Against All Defendants)**

12 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and members of the Wage Statement Class with accurate and complete, itemized wage statements
17 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
18 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
19 period, and/or the correct name and address of the legal entity that is the employer in violation of
20 Labor Code § 226.

21 31. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
22 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
23 to, among other things, the non-payment of paid sick leave wages, overtime wages, and meal period
24 premium wages owed and deprived them of the information necessary to identify the discrepancies
25 in Defendants' reported payroll data.

26 32. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
27 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
28 attorneys' fees, and costs of suit according to California Labor Code § 226.

THIRD CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

33. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

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

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid paid sick leave wages, overtime wages, as well as unpaid meal period premium wages.

36. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

37. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

38. As a consequence of Defendants' unlawful practices, members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **(Against All Defendants)**

4 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 40. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
7 states that “an employer shall indemnify his or her employees for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
9 or obedience to the directions of the employer.”

10 41. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
11 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
12 performance of their job duties.

13 42. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
14 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
15 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

16 **FIFTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(Against All Defendants)**

19 43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
20 fully set forth herein.

21 44. Defendants have engaged and continue to engage in unfair and/or unlawful business
22 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 23 a. failing to provide Plaintiff and members of the Meal Period Class with all meal
24 periods to which they are entitled, and failing to pay them all meal period premium
25 wages due;
- 26 b. failing to issue accurate and itemized wage statements to Plaintiff and members of
27 the Wage Statement Class;

28 ///

1 c. failing to timely pay all final wages to members of the Waiting Time Penalty Class;
2 d. failing to reimburse all necessary business expenses to Plaintiff and members of the
3 Expense Reimbursement Class; and
4 e. failing to pay all overtime wages to Plaintiff and members of the Overtime Class.
5 45. Defendants' utilization of these unfair and/or unlawful business practices deprived
6 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
7 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
8 Defendants' competitors who have been and/or are currently employing workers and attempting to
9 do so in honest compliance with applicable wage and hour laws.

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

14 47. The acts complained of herein occurred within the last four years immediately
15 preceding the filing of the Complaint in this action.

16 **SIXTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(Against All Defendants)**

19 48. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
20 fully set forth herein.

21 49. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
22 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved
23 Employees"), brings this representative action against Defendants to recover the civil penalties due
24 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
25 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
26 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
27 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
28 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and

1 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
2 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
3 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
4 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
5 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
6 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
7 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
8 Code for which no civil penalty is specifically provided, based on the following Labor Code
9 violations:

- 10 a. Failing to provide all legally required meal periods, and failure to pay meal period
11 premium wages, to Aggrieved Employees at the regular rate of compensation in
12 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 13 b. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
14 statements in violation of Labor Code § 226;
- 15 c. Failing to timely pay all final wages and compensation earned by Aggrieved
16 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 17 d. Failure to reimburse Aggrieved Employees for all necessary business expenses in
18 violation of Labor Code § 2802;
- 19 e. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
20 Code § 246;
- 21 f. Failing to pay Aggrieved Employees all earned wages at least twice during each
22 calendar month in violation of Labor Code § 204;
- 23 g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
24 of Labor Code §§ 1174 and 1198; and
- 25 h. Failing to pay Aggrieved Employees all earned overtime compensation in violation
26 of Labor Code §§ 204, 510, 558, 1194, and 1198.

27 50. On or about February 16, 2024 and January 27, 2026, Plaintiff notified Defendants
28 via certified mail, and notified the California Labor and Workforce Development Agency

1 (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to
2 bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of
3 the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed
4 from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured
5 any curable violations, and the LWDA has not provided notice that it intends to investigate the
6 violations, Plaintiff has exhausted administrative requirements for bringing a claim under the
7 Private Attorneys General Act with respect to these violations.

8 51. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive
9 under California Labor Code § 2699(g).

10 **SEVENTH CAUSE OF ACTION**
11 **OVERTIME WAGE VIOLATIONS**
12 **(Against All Defendants)**

13 52. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 53. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
16 Wage Order 9, § 3, which provide that non-exempt employees are entitled to all overtime wages
17 and compensation for all overtime hours worked and provide a private right of action for the failure
18 to pay all overtime compensation for overtime work performed.

19 54. At all times relevant herein, Defendants were required to properly compensate non-
20 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
21 worked pursuant to Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer
22 to pay an employee one and one-half (1½) times and two times the employee’s regular rate of pay
23 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
24 Class to work overtime hours but failed to compensate these employees for all overtime hours
25 actually worked.

26 55. As a consequence of Defendants’ non-payment of overtime wages, Plaintiff and
27 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
28 interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code §§

204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code § 226;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 203;
7. Upon the Fourth Cause of Action, for unreimbursed business expenses according to proof pursuant to Labor Code § 2802;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee

1 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
2 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
3 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
4 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
5 subsequent violation per employee per pay period for those violations of the Labor Code for which
6 no civil penalty is specifically provided;

7 10. Upon the Seventh Cause of Action, for payment of overtime wages and penalties
8 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

9 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
10 and Civil Code §§ 3287 and 3289;

11 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
12 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a trial by jury on all claims.

16
17 DATED: March 5, 2026

JUSTICE FOR WORKERS, P.C.

18
19 By: 

20 William C. Sung
21 Tiffany L. Luu
22 Attorneys for Plaintiff
23 CARLOS ANTONIO BARAJAS
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