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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 4/17/2026
By /s/ Ashlee Nelson
Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

ROSALBA SANCHEZ VASQUEZ and NORMA GARCIA individually, and on behalf of other members of the general public similarly situated,

Plaintiffs,

vs.

MANTECA STAR. LLC, a California limited liability company; TWM INDUSTRIES, a California limited partnership; TWM INDUSTRIES.VFR, a California limited partnership; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24-CIV-01730

[Assigned for all purposes to the Honorable Michael L. Mau, Dept. 20]

SECOND AMENDED CLASS ACTION COMPLAINT AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, *ET SEQ.*

(1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Minimum and Overtime Wages);

(2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods or Pay Premium Compensation in Lieu Thereof);

(3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in Lieu Thereof);

(4) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business-Related Expenses);

(5) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements);

(6) Violation of California Business & Professions Code §§ 17200, *et seq*.;

(7) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination); and

(8) Penalties pursuant to California Labor Code § 2698, *et seq.* (Private Attorneys General Act) and California Labor Code § 558

JURY TRIAL DEMANDED

Plaintiffs ROSALBA SANCHEZ VASQUEZ and NORMA GARCIA, individually and on behalf of all other members of the public similarly situated, and on behalf of other aggrieved employees, allege as follows:

THE PARTIES

1. Plaintiff ROSALBA SANCHEZ VASQUEZ ("Plaintiff Sanchez") is at least 18 years of age and is a resident of the County of Manteca in the State of California.

2. Plaintiff NORMA GARCIA ("Plaintiff Garcia") is at least 18 years of age and is a resident of the County of Manteca in the State of California.

3. Defendant MANTECA STAR, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California,

4. Defendant TWM INDUSTRIES was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California,

5. Defendant TWM INDUSTRIES/VFR was and is, upon information and belief, a

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California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

6. Plaintiffs are unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 50, but pray for leave to amend and serve such fictitiously named defendants pursuant to California Code of Civil Procedure § 474 once their names and capacities become known.

7. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50 are the partners, agents, owners, shareholders, managers or employees of MANTECA STAR, LLC, TWM INDUSTRIES, and TWM INDUSTRIES/VFR, and were acting on behalf of all three aforementioned entities at all relevant times.

8. Plaintiffs are informed and believe, and allege thereon, that all named defendants herein and DOES 1 through 50 are joint employers of Plaintiffs and the similarly situated employees. Although these defendants may appear to be incorporated, formed or otherwise established as separate entities, they are all part of an integrated enterprise whereby there exists a common ownership or financial control, common management, centralized control of labor relations, and interrelation of operations of the entities.

9. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable to MANTECA STAR, LLC, TWM INDUSTRIES, TWM INDUSTRIES/VFR, and DOES 1 through 50 (collectively "Defendants"), each acting as the agent for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent the official policy of Defendants.

10. At all relevant times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

11. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

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omissions, occurrences, and transactions alleged herein.

JURISDICTION AND VENUE

12. This class action is brought pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The amount in controversy for each class representative, including claims for compensatory damages and pro rata share of attorneys' fees, is less than $75,000.

13. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute to other courts." The statutes under which this action is brought do not specify any other basis for jurisdiction.

14. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

15. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

16. Plaintiffs have timely provided notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants, pursuant to California Labor Code § 2699.3.

CLASS ACTION ALLEGATIONS

17. Plaintiffs bring this action on their own behalf, 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.

18. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

19. Plaintiffs' proposed class consists of and are defined as:

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All non-exempt employees who worked for Defendants in the State of California at any time between March 18, 2020 and date of final judgment in this action.

20. Plaintiffs reserve the right to establish additional subclasses as appropriate.

21. 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 unknown to Plaintiffs at this time. However, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members' as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately, protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are well-versed in the rules governing class action discovery, certification, and settlement. Plaintiffs and their counsel have 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: The nature of this action makes the use of class action

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adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are 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 at the same time as their privacy is protected.

22. 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 but not limited to:

(a) Whether Defendants paid Plaintiffs and similarly situated employees less than the applicable minimum wage for all hours worked, as required by California law;

(b) Whether Defendants paid Plaintiffs and similarly situated employees for all of their overtime hours at the correct hourly rate, as required by California law;

(c) Whether Defendants have provided Plaintiffs and class members with compliant 30-minute uninterrupted duty-free meal periods within the first five hours of work, and/or provided a second 30-minute, duty-free meal period on shifts longer than 10 hours, and whether Defendants have paid the required premiums when such meal periods were not provided, as required by California law;

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(d) Whether Defendants have provided Plaintiffs and class members with compliant 10-minute rest periods for every four hours worked or major fraction thereof, and whether Defendants have paid the required premiums when such rest periods were not provided, as required by California law;

(e) Whether Defendants reimbursed Plaintiffs and class members for all necessary business-related expenses as required by California law;

(f) Whether Defendants provided accurate, itemized wage statements to Plaintiffs and class members, as required by California law;

(g) Whether Defendants paid all wages due timely upon separation of Plaintiffs and class members;

(h) Whether Defendants' conduct, as described above, was willful or reckless;

(i) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, *et seq*.; and

(j) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as non-exempt employees who belong to the class as set forth above.

24. Defendants employed Plaintiff Sanchez as a non-exempt, hourly-paid employee from approximately February 5, 2022 to approximately August 14, 2023. Plaintiff Sanchez prepared food and performed other related duties at a Carl's Jr. restaurant located in Manteca, California, one of many Carl's Jr. franchisee stores owned and operated by Defendants.

25. Defendants employed Plaintiff Garcia as a non-exempt, hourly-paid employee from approximately January 2006 to approximately December 2023. Plaintiff Garcia worked in the kitchen at a Carl's Jr. restaurant located in Manteca, California, one of many Carl's Jr. franchisee stores owned and operated by Defendants.

26. At all relevant times set forth herein, Defendants systematically failed to pay minimum and overtime wages to Plaintiffs and other similarly situated employees. Defendants

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did not pay Plaintiffs and other employees for all hours worked at the appropriate hourly rate. Employees were routinely paid for less than their actual hours worked and not paid for the hours worked while off the clock, such as when they were required to work during their meal breaks and rest breaks. As a result, Defendants' time records were inaccurate with regard to hours worked, resulting in underpayment of regular and overtime wages.

27. At all relevant times set forth herein, Defendants failed to provide Plaintiffs and similarly situated employees with a duty-free meal break of at least 30 minutes for every five hours of work. Because of chronic understaffing and constant heavy workload, Plaintiffs and other employees routinely missed their meal breaks, took late or short meal breaks, and/or had their meal breaks interrupted by work. Defendants did not pay meal break premiums to Plaintiffs and other employees for each instance that they were not provided with a compliant meal break.

28. At all relevant times set forth herein, Defendants systematically failed to provide Plaintiffs and similarly situated employees with duty-free rest breaks of at least 10 minutes for each 4 hours worked or major fraction thereof. Because of chronic understaffing and constant heavy workload, Plaintiffs and other employees routinely missed their rest breaks, took late or short rest breaks, and/or had their rest breaks interrupted by work. Defendants did not pay rest break premiums to Plaintiffs or other similarly situated employees when compliant rest breaks were not provided.

29. At all relevant times set forth herein, Defendants unlawfully shifted the costs of doing business onto Plaintiffs and class members. Plaintiffs and other similarly situated employees were required to purchase uniforms. In addition, they were required to use their personally-owned vehicles to go to another Carl's Jr. store to pick up supplies. Defendants failed to reimburse Plaintiffs and other similarly situated employees for these expenses.

30. At all relevant times set forth herein, Defendants failed to provide Plaintiffs and other aggrieved employees with accurate itemized wage statements, as required by California Labor Code §226(a). The number of hours worked and the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to accurately record hours worked and failure to pay regular, overtime, and meal and rest break premium wages, as set forth herein.

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31. At all relevant times set forth herein, Defendants failed to pay Plaintiffs and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid regular and overtime wages, and meal and rest break premium wages described herein.

32. At all relevant times set forth herein, Defendants failed to pay Plaintiffs and other similarly situated employees all wages owed timely during employment, including the unpaid regular and overtime wages, and meal and rest break premium wages described herein.

33. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to receive all meal breaks as required by California law, or payment of one additional hour of pay at the regular rate of pay when a compliant meal break was not provided.

35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to receive all rest breaks as required by California law, or payment of one additional hour of pay at the regular rate of pay when a compliant rest break was not provided.

36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and class members were entitled to receive reimbursement for all necessary business-related expenses incurred by them, and that Plaintiffs and class members did incur such expenses and were not reimbursed.

37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other similarly situated employees were entitled to receive complete and accurate wage statements in accordance with California law, and that such wage statements were not provided.

38. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiffs

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and class members, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to Plaintiffs and class members that they were properly denied wages, all in order to increase Defendants' profits.

39. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article.

40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other similarly situated employees were entitled to timely payment of all wages—including, without limitation, regular and overtime wages—due upon termination or discharge in accordance with California law, and that they were not timely paid such wages.

41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and similarly situated employees were entitled to timely payment of all wages—including, without limitation, regular and overtime wages and meal and rest period premium wages—during their employment in accordance with California law.

42. At all relevant times set forth herein, the California Private Attorneys General Act, Labor Code § 2698, *et seq*. ("PAGA") was applicable to Plaintiffs' employment by Defendants.

43. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

44. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

45. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their employment and they are, therefore, an aggrieved employee. Plaintiffs and other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in

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that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

46. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice (hereinafter "Employee's Notice") to the LWDA (via online submission) and the employer (by certified mail) of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

47. On March 16, 2026, Plaintiff provided the requisite written notice via online submission to the LWDA, Case No. LWDA-CM-1073775-25, and via certified mail to Defendants MANTECA STAR, LLC, TWM INDUSTRIES, and TWM INDUSTRIES/VFR, informing them of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

48. To date, the LWDA has not responded to the January __, 2026 notice.

49. Plaintiffs have satisfied the administrative prerequisites under California Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198,

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2800 and 2802. Plaintiffs have also satisfied the administrative prerequisites to recover civil penalties against Defendants for violations of California Labor Code § 558.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510, 1194, and 1198

(Against All Defendants)

50. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 49.

51. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

52. California Labor Code § 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

53. During the relevant time period, Defendants failed to accurately record and compensate Plaintiffs and similarly situated employees at the appropriate hourly rate. Employees were routinely paid for less than their actual hours worked and not paid for hours worked while off the clock, such as when they were required to work during their meal breaks and rest breaks. As a result, Defendants' time records were inaccurate with regard to hours worked, resulting in underpayment of regular and overtime wages.

54. Defendants' failure to pay Plaintiffs' and class members' overtime wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

55. Plaintiffs and class members are entitled to recover unpaid wages and such general and special damages as may be appropriate and interest thereon.

56. Pursuant to California Labor Code § 1194, Plaintiffs and class members are entitled to recover their unpaid overtime wages, as well as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

57. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 56.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiffs' and class members' employment by Defendants.

59. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

60. At all relevant times, the applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause or permit an employee to work for a period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is not more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee.

61. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a period of more than 10 hours per day without providing the employee with a second uninterrupted meal period of not less than 30 minutes, except that if the total hours worked is not more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

62. During the relevant time period, Plaintiffs and class members were scheduled to work for a period of time in excess of 6 hours, and were required to work for periods longer than 5 hours without an uninterrupted meal period of not less than 30 minutes.

63. At all relevant times set forth herein, Defendants failed to provide compliant meal periods to Plaintiffs and other similarly situated employees, as required by California law. Plaintiffs and class members were deprived of the opportunity to take a timely, duty-free meal

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period of at least 30 minutes for every 5 hours of work. Because of chronic understaffing and constant heavy workload, Plaintiffs and other employees routinely missed their meal breaks, took late or short meal breaks, and/or had their meal breaks interrupted by work. Defendants did not pay meal break premiums to Plaintiffs and class members for each instance that Plaintiffs and class members were not provided with a compliant meal break.

64. During the relevant time period, Defendants failed to pay Plaintiffs and class members the full meal period premium due for non-compliant meal periods pursuant to California Labor Code § 226.7.

65. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code §§ 226.7 and 512(a).

66. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a compliant meal period was not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

67. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 66.

68. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiffs' and class members' employment by Defendants.

69. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be

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based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

71. At all relevant times set forth herein, Defendants failed to provide Plaintiffs and class members with rest periods of at least 10 minutes for each 4 hours worked or major fraction thereof. Because of chronic understaffing and constant heavy workload, Plaintiffs and other employees routinely missed their rest breaks, took late or short rest breaks, and/or had their rest breaks interrupted by work.

72. During the relevant time period, Defendants failed to pay Plaintiffs and class members a rest period premium for each non-compliant rest period as required by California Labor Code § 226.7.

73. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

74. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

75. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 74.

76. At all material times set forth herein, California Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

77. During the relevant time period, Defendants required Plaintiffs and other class members to absorb those necessary expenditures and losses, wrongfully shifting Defendants' cost of doing business onto Plaintiffs and other class members.

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78. At all relevant times set forth herein, Defendants failed to reimburse Plaintiffs and other class members for necessary business-related expenses, including, but not limited to, purchasing uniforms and using their personally-owned vehicles to go pick up supplies from other Carl's Jr. stores. Defendants failed to reimburse Plaintiffs and class members for these expenses.

79. Defendants' pattern and practice was to unlawfully shift the costs of doing business onto Plaintiff and other similarly situated employees by requiring them to pay these necessary work-related expenses out of their own pockets.

80. Defendants unlawfully shifted its costs of doing business onto Plaintiffs and other similarly situated employees by requiring them to pay for these items out of their own pockets.

81. Plaintiffs and other class members are entitled to recover from Defendants their business-related expenses and the losses charged to them and incurred during the course and scope of their employment, plus interest, and an award of costs and reasonable attorneys' fees pursuant to California Labor Code § 2802.

FIFTH CAUSE OF ACTION

Violation of California Labor Code § 226(a)

(Against All Defendants)

82. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 81.

83. 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 the following information: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (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 his or her social security number, except that by January 1, 2008, only

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the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement; (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

84. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The number of hours worked and/or the corresponding hourly rates are inaccurate as a consequence of Defendants' failure to accurately record hours worked and failure to pay regular, overtime, and meal and rest break premium wages, as set forth herein.

85. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and class members have suffered injury and damage to their statutorily-protected rights.

86. Specifically, Plaintiffs and other class members 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). Plaintiffs and other class members have been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion over whether they had received all of the wages owed them, in addition to their difficulty and expense in reconstructing pay records and making mathematical computations to analyze whether the wages paid them did in fact compensate them for all hours worked

87. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement fails to accurately and completely provide certain pieces of information and the employee cannot promptly and easily determine such information from the wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is deemed to suffer injury if the wage statement does not accurately and completely state the total number of hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

88. Plaintiffs and class members are deemed to have suffered injury because their wage statements did not provide complete and accurate information regarding the total number of hours

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they worked in a given pay period, the applicable hourly rates in effect during the pay period, and/or the corresponding number of hours worked at each hourly rate.

89. Plaintiffs and class members 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 $4,000 per employee.

SIXTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.*

(Against All Defendants)

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 89.

91. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

93. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiffs and class members the proper hourly rates for all overtime hours worked violates California Labor Code §§ 510, 1194, and 1198; Defendants' policy and practice of requiring Plaintiffs and class members to work through their meal and rest periods without paying them proper compensation violates California Labor Code §§ 226.7 and 512(a); Defendants' policy and practice of failing to reimburse Plaintiffs and class members for necessary business-related expenses violates California Labor Code §§ 2800 and 2802; and Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code § 226.

94. Plaintiffs and putative class members have been personally injured by Defendants'

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unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences March 18, 2020 and date of final judgment in this action; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs 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.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 201, 202, and 203

(Against All Defendants)

96. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 95.

97. At all times herein set forth, 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 72 hours thereafter, unless the employee has given 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.

98. At all relevant times set forth herein, Defendants failed to pay Plaintiffs and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid overtime wages described herein.

99. Defendants' failure to pay Plaintiffs and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

100. All California employers know or should know that employees must be paid for all hours worked, and must be paid overtime at a rate of one-and-a-half times the regular rate of pay

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for overtime hours as defined by California law. Defendant's failure to abide by this well-established law is willful and not in good faith.

101. 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 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.

102. Plaintiffs and class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

EIGHTH CAUSE OF ACTION

Penalties Pursuant to California Labor Code § 2698, *et seq*.

(Private Attorneys General Act)

(Against All Defendants)

103. Plaintiffs incorporate by reference and re-allege as if fully stated herein the material allegations set out in paragraphs 1 through 102.

104. At all relevant times set forth herein, the California Private Attorneys General Act, Labor Code § 2698, *et seq*. ("PAGA") was applicable to Plaintiffs' employment by Defendants.

105. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

106. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations were committed.

107. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their employment and they are, therefore, each an aggrieved employee. Plaintiffs and other employees are "aggrieved employees" as defined by California Labor Code §

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2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

108. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice (hereinafter "Employee's Notice") to the LWDA (via online submission) and the employer (by certified mail) of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

109. On March 16, 2024, Plaintiff Rosalba Sanchez Vasquez provided the requisite written notice via online submission to the LWDA and via certified mail to Defendants MANTECA STAR, LLC, TWM INDUSTRIES, and TWM INDUSTRIES/VFR, informing them of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

110. To date, the LWDA has not responded to the March 16, 2024 notice.

111. At all material times set forth herein, California Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) any provision of Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating

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hours and days of work shall be subject to civil penalties of $50 to $100 per pay period to each underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other civil penalties provided for by law.

112. Plaintiffs have satisfied the administrative prerequisites under California Labor Code § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2800 and 2802. Plaintiffs have also satisfied the administrative prerequisites to recover civil penalties against Defendants for violations of California Labor Code § 558.

REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

Plaintiffs, and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully failing to pay all wages, including overtime wages, due to Plaintiff and class members;

2. For general unpaid wages at the applicable wage rates and such general and special damages as may be appropriate;

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

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

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

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods to Plaintiffs and class members;

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7. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a compliant meal period was not provided;

8. For all actual, consequential, and incidental losses and damages, according to proof;

9. For premiums pursuant to California Labor Code § 226.7(b);

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

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

As to the Third Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and class members;

13. That the Court make an award to the Plaintiffs and class members of one (l) hour of pay at each employee's regular rate of compensation for each workday that a compliant rest period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code § 226.7(b);

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

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

As to the Fourth Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 2802 by unlawfully failing to indemnify Plaintiffs and other class members for losses caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants;

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19. For all actual damages, according to proof;

20. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiffs and other class members, from the date such amounts were paid; and

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 2802(c).

As to the Fifth Cause of Action

22. 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 as to Plaintiffs and class members, and willfully failed to provide accurate itemized wage statements thereto;

23. For all actual, consequential and incidental losses and damages, according to proof;

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

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

As to the Sixth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq*. by failing to pay Plaintiffs and class members all wages due to them, including overtime wages; failing to provide compliant meal and rest periods to Plaintiffs and class members and failing to pay premium wages when compliant meal and rest periods were not provided; failing to reimburse Plaintiffs and class members for necessary business-related expenses under California Labor Code §§ 2800 and 2802; and failing to provide Plaintiffs and class members with compliant wage statements under California Labor Code § 226.

27. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

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

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

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

As to the Seventh Cause of Action

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

32. For all actual, consequential and incidental losses and damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 203; and

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

As to the Eighth Cause of Action

35. For civil penalties pursuant to California Labor Code § 2699 (f) and (g) in the amount of $100 for each violation per pay period for the initial violation and $200 for each aggrieved employee per pay period for each subsequent violation, plus attorneys' fees and costs;

36. For civil penalties pursuant to California Labor Code § 558 in the amount of $50 per underpaid employee for each initial pay period in which the employee was underpaid and $100 per underpaid employee for each subsequent pay period in which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages; and

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

Dated: April 17, 2026

AEQUITAS LEGAL GROUP

By: _____

RONALD H. BAE
OLIVIA D. SCHARRER
CARSON M. TURNER
Attorneys for Plaintiffs ROSALBA SANCHEZ VASQUEZ and NORMA GARCIA

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

On April 17, 2026, I served the document described as **SECOND AMENDED CLASS ACTION COMPLAINT** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Jacqueline Beaumont
L. Lisa Sandoval
CALL & JENSEN, APC
610 Newport Center Drive, Suite 700
Newport Beach, California 92660
Telephone: (949) 717-3000
Emails: jbeaumont@calljensen.com
lsandoval@calljensen.com

Attorneys for Defendants MANTECA STAR, LLC, TWM INDUSTRIES, and TWM INDUSTRIES/VFR

☐ **(BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.

☐ **(BY EXPRESS MAIL):** I placed the above-described document in an envelope for collection and delivery on this date in accordance with the standard express mail procedures of the United States Postal Service.

☑ **(BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) pursuant to Code of Civil Procedure § 1010.6(a).

☑ **(BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via GreenFiling (authorized and court-approved Electronic Filing Service Provider).

☑ **(STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 17, 2026 at Pasadena, California.

ASHLEY CASTILLO