

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

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BY *[Signature]* DEPUTY

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

DAVID CONTRERAS, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

AAA QUALITY SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. BCV-24-102154

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

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

UNLIMITED CIVIL CASE

1 Plaintiff David Contreras (hereinafter "Plaintiff"), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Second Amended Representative Action Complaint
3 against AAA Quality Services, Inc.; and DOES 1 to 100, inclusive (collectively "Defendants"),
4 and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Second Amended Representative Action Complaint for
7 recovery of penalties under Labor Code § 2698 *et seq.* This Court has jurisdiction over
8 Defendants' violations of the California Labor Code because the amount in controversy exceeds
9 this Court's jurisdictional minimum.

10 **VENUE**

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

16 **PARTIES**

17 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
18 Plaintiff was and currently is a California resident. During the one year immediately preceding
19 this action and within the statute of limitations periods applicable to each cause of action pled
20 herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was and is a
21 victim of Defendants' policies and/or practices complained of herein, lost money and/or property,
22 and has been deprived of the rights guaranteed by under California Law.

23 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
24 year preceding the filing of this action and continuing to the present, Defendants did (and continue
25 to do) business in the dairy industry, employed Plaintiff within Kern County and the state of
26 California and, therefore, were (and are) doing business in Kern County and the State of
27 California.

28 5. Plaintiff does not know the true names or capacities, whether individual, partner,

1 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
2 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
3 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
4 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
5 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
6 and proximately caused Plaintiff and aggrieved employees to be subjected to the unlawful
7 employment practices, wrongs, injuries and damages complained of herein.

8 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
9 herein, Defendants were and are the employers of Plaintiff and all aggrieved Employees.

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

17 8. At all times mentioned herein, Defendants, and each of them, were members of
18 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
19 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
20 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
21 aggrieved Employees.

22 **GENERAL FACTUAL ALLEGATIONS**

23 9. Plaintiff worked for Defendants from approximately February 2001 to
24 approximately April 1, 2024. For most of his career with Defendants, Plaintiff was a maintenance
25 mechanic performing duties such as engaging in the repair/maintenance of company trucks from
26 different departments within the company such as electrical, security guard, fire division and
27 potter division trucks. In the last few months of his employment, Plaintiff worked in the porter
28 department transporting, cleaning and maintaining porta-potties. Plaintiff's regularly scheduled

1 hours were Monday through Friday between 6:00 a.m. and 3:00 p.m. with a 1-hour meal period.
2 After Defendants transferred Plaintiff to the porter department, they reduced his daily work hours
3 to 7:00 a.m. to 3:00 p.m. with a 30-minute meal period. Defendants changed Plaintiff's schedule
4 again to 6:15 a.m. to 2:45 p.m. with a 30-minute meal period.

5 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
6 other non-exempt employees were not paid for all hours worked as Defendants would not
7 accurately keep track of their actual hours worked. Upon information and belief, the time records
8 maintained by Defendants were not reflective of the actual number of hours that Plaintiff and
9 other non-exempt employees actually worked. Plaintiff and other non-exempt employees clocked
10 in to work on a machine located at Defendants' premises. Defendants instructed Plaintiff and
11 other non-exempt employees that they could not clock in before their scheduled start time.
12 Plaintiff and other non-exempt employees had to arrive early to work in order to clock in at the
13 scheduled start time. Plaintiff usually arrived at least 3 or 4 minutes before his scheduled start
14 time and was therefore subject to the control of his employer, but he was not compensated for this
15 time. Overall, Plaintiff and other non-exempt employees spent at least approximately 20 minutes
16 each week working off the clock waiting to clock in until their scheduled start times. Moreover,
17 Plaintiff alleges on information and believe that Defendants utilized an unlawful one-way
18 rounding policy, which rounded employee time punches to the quarter-hour, which systemically
19 caused employees to be paid for less time than they actually worked.

20 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
21 but did not receive overtime compensation equal to one and one-half times their regular rates of
22 pay for all overtime hours worked. Upon information and belief, Defendants systematically failed
23 to pay overtime compensation due to Plaintiff and other non-exempt employees when they
24 worked off the clock. Further, when Plaintiff and other non-exempt employees worked overtime,
25 they were not always compensated at the correct regular rate. For example, check number 102140
26 to Plaintiff dated August 20, 2022 shows that Plaintiff was paid overtime at 1.5 times his base
27 hourly rate and double overtime at twice his base rate without including the allegedly non-
28 discretionary \$100 commission that he received that pay period as part of his regular rate. As a

1 result, Defendants failed to ensure that Plaintiff and other non-exempt employees received proper
2 overtime wages for all overtime hours worked.

3 12. Defendants also did not provide Plaintiffs and other non-exempt employees with
4 a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
5 compliant second meal period when they worked shifts longer than 10 hours. In addition to time
6 punch records, Defendants created handwritten records of the meal periods taken by Plaintiff and
7 other non-exempt employees and required Plaintiff and other non-exempt employees to sign.
8 However, Defendants also had a policy of limiting overtime hours reflected on paystubs,
9 especially on days when Plaintiff and other non-exempt employees had to move between different
10 cities in one work day. At least once or twice per week, Defendants required Plaintiff and other
11 non-exempt employees to clock out for their meal periods and continue working without time for
12 a meal period in order to avoid reflection in time records that Plaintiff and other non-exempt
13 employees worked overtime and to avoid Plaintiff and other non-exempt employees from
14 working beyond their scheduled end times. When Plaintiff worked in the porter department,
15 Plaintiff and other non-exempt employees did not begin their meal periods until after the fifth
16 hour of work at least twice per week as Plaintiff and other non-exempt employees were required
17 to finish a specific assignment, even if it meant delaying the meal period start time. Even though
18 Plaintiff occasionally worked more than 10 hours in a work day, he does not recall receiving a
19 second meal period. Despite Defendants' failure to provide Plaintiff and other non-exempt
20 employees with all lawful meal periods due to their uniform and unlawful practices, Defendants
21 did not provide Plaintiff and other non-exempt employees with an hour of pay at their regular rate
22 for each meal period violation as required by Labor Code § 226.7. Upon information and belief,
23 during at least a portion of the PAGA period, Defendants maintained no payroll code or another
24 mechanism for the payment of meal period premiums in the event Plaintiff and other non-exempt
25 employees were not authorized to take lawful meal periods.
26

27 13. Plaintiff and other non-exempt employees were not authorized to take all legally
28 required rest periods. Generally, on the same dates that Plaintiff and other non-exempt employees

1 were required to work through their meal periods, they also did not receive their rest periods.
2 Therefore, Plaintiff estimates that at least once or twice per week, he and other non-exempt
3 employees missed their rest periods. Despite Defendants' failure to authorize and permit Plaintiff
4 and other non-exempt employees to take all lawful paid rest periods, due to their uniform and
5 unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an
6 hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7.
7 Upon information and belief, during at least a portion of the PAGA period, Defendants maintained
8 no payroll code or another mechanism for the payment of rest period premiums in the event
9 Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

10
11 14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
12 exempt employees for all reasonable and necessary work expenditures, including but not limited
13 to, requiring Plaintiff and other non-exempt employees to utilize their personal cell phones, and
14 to purchase and maintain tools and other equipment for work purposes. Plaintiff was never
15 provided any reimbursement for these necessary uses.

16 15. Additionally, Defendants forced Plaintiff and other non-exempt employees to wait
17 until the next regular scheduled pay day to receive their final paychecks, in violation of Labor
18 Code § 201.

19 16. Defendants have maintained inaccurate payroll records, failed to timely pay all
20 wages owed to employees, and failed to timely pay separating employees at the time of their
21 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
22 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
23 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
24 and authorize all rest periods.

25 17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
26 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
27 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
28 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written

1 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
2 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
3 only the last four digits of his or her social security number or an employee identification number
4 other than a social security number, (8) the name and address of the legal entity that is the
5 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate by the employee.

7 18. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
8 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
9 normally used to communicate employment related information to the employees, containing
10 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
11 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
12 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
13 employer; vii) identifying information for the employer's workers' compensation insurance
14 carrier; and viii) information informing the employee of their right to accrue and use paid sick
15 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
16 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.
17 Defendants' failure to maintain accurate records and make necessary written disclosures, includes
18 a failure to maintain signed written commission agreements pursuant to Labor Code § 2751.
19

20 **FIRST CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(AGAINST ALL DEFENDANTS)**

23 19. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
24 fully set forth herein.

25 20. Defendants have committed several Labor Code violations against Plaintiff, and
26 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
27 § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
28 representative action against Defendants to recover the civil penalties due to Plaintiff, other

1 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
2 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
3 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
4 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
5 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
6 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
7 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
8 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
9 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
10 each initial violation and \$200 for each subsequent violation per employee per pay period for
11 those violations of the Labor Code for which no civil penalty is specifically provided, based on
12 the following Labor Code violations:

- 13 a. Failing to pay minimum wages for all hours worked to Plaintiff and other
14 aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12,
15 1194, 1194.2, 1197, and 1198;
- 16 b. Failing to pay Plaintiff and other aggrieved employees all earned overtime
17 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 18 c. Failing to authorize and permit all legally required rest periods, and failure to
19 pay rest period premium wages, to Plaintiff and other aggrieved employees at
20 the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and
21 558;
- 22 d. Failing to provide all legally required meal periods, and failure to pay meal
23 period premium wages, to Plaintiff and other aggrieved employees at the
24 regular rate of compensation in violation of Labor Code §§ 226.7, 512, and
25 1198;
- 26 e. Failing to reimburse Plaintiff and other aggrieved employees for necessary
27 business expenditures incurred by Plaintiff and other aggrieved employees in
28

- violation of Labor Code §§ 2800, 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
 - g. Failing to timely pay all final wages and compensation earned by Plaintiff and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
 - h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
 - i. Failing to permit and authorize Plaintiff and other aggrieved employees to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5, 246, and 248.5;
 - j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5;
 - k. Failing to maintain executed written commission agreements with Plaintiff and other aggrieved employees;
 - l. Failing to pay all agreed-upon wages, including bonus wages accrued, to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204 and 221-223; and
 - m. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

21. On June 27, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(l). Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements

1 for bringing a claim under the Private Attorneys General Act with respect to these violations.

2 22. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect his interests and the interests of other similarly aggrieved employees, and to assess and
4 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
5 costs, which he is entitled to receive under California Labor Code § 2699(g).

6 **PRAYER**

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

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

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

21 3. On all causes of action, for attorneys' fees and costs, including as provided Labor
22 Code §226, and Code of Civil Procedure § 1021.5; and

23 4. For such other and further relief the Court may deem just and proper.
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26 Dated: August 21, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

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28 By: 

Daniel J. Brown
Kathleen Beckett
Attorneys for Plaintiff

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