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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CARLOS MARQUEZ, ABRAM IZQUIERDO-
DUARTE, ROLANDO DE LUNA, and
BRENDA BARRAGAN, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

v.

NAVAL ENGINEERING SUPPORT INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2024-00023814-CU-OE-CTL

CLASS ACTION

**SECOND AMENDED CONSOLIDATED
CLASS & REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Wages During Employment (Cal. Lab. Code §§ 204, 210, 218);
6. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
7. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
8. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
10. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*); and
11. Violation of the Fair Labor Standards Act ("FLSA") 29 U.S.C. § 201, *et seq.* (Failure to Pay Minimum Wage and Overtime Compensation)

DEMAND FOR JURY TRIAL

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1 Plaintiffs CARLOS MARQUEZ, ABRAM IZQUIERDO-DUARTE, ROLANDO DE
2 LUNA, and BRENDA BARRAGAN (“Plaintiffs”), based upon facts that either have evidentiary
3 support or are likely to have evidentiary support after a reasonable opportunity for further
4 investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant NAVAL ENGINEERING SUPPORT
7 INC. and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California
8 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for
9 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to timely pay wages during employment, failure
11 to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify
12 employees for expenditures. Plaintiffs also allege that Defendants violated the Fair Labor
13 Standards Act (“FLSA”) stemming from Defendants’ failure to pay minimum wage and overtime
14 compensation.

15 2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class
16 action on behalf of themselves and certain current and former employees of Defendants
17 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
18 below). The Class consists of Plaintiffs and all other persons who have been employed by any
19 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
20 period applicable to the claims pleaded here.

21 3. Plaintiffs bring the Tenth Cause of Action as a representative action under the
22 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
23 them, the State of California, and past and present non-exempt employees employed by Defendants
24 in the State of California during the statute of limitations period for their PAGA claim (hereinafter
25 referred to as the “Aggrieved Employees”).

26 4. Defendants own/owned and operate/operated an industry, business, and
27 establishment within the State of California, including San Diego County. As such, and based
28 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are

1 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
2 (“IWC”), and the California Business & Professions Code.

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

- 5 (a) Failing to pay employees for all hours worked, including all minimum,
6 straight time, and overtime wages in compliance with the California Labor
7 Code and IWC Wage Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing
10 to maintain accurate records of all meal periods taken or missed, and failing
11 to pay an additional hour’s pay for each workday a meal period violation
12 occurred;
- 13 (c) Failing to authorize and permit employees to take timely and duty-free rest
14 periods in compliance with the California Labor Code and IWC Wage
15 Orders, and failing to pay an additional hour’s pay for each workday a rest
16 period violation occurred;
- 17 (d) Willfully failing to pay employees all minimum, straight time, overtime,
18 meal period premium, and rest period premium wages due within the time
19 period specified by California law during employment;
- 20 (e) Willfully failing to pay employees all minimum, straight time, overtime,
21 meal period premium, and rest period premium wages due within the time
22 period specified by California law when employment terminates;
- 23 (f) Failing to provide employees with accurate, itemized wage statements
24 containing all the information required by the California Labor Code and
25 IWC Wage Orders; and
- 26 (g) Failing to indemnify employees for expenditures incurred in direct discharge
27 of duties of employment.

28 6. On information and belief, Defendants, and each of them were on actual and

constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants’ violations, as alleged above, during all relevant times herein were willful and deliberate.

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

THE PARTIES

A. Plaintiffs

8. Plaintiff CARLOS MARQUEZ is resident of San Diego County, California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately December 2023 to approximately April 2024.

9. Plaintiff ABRAM IZQUIERDO-DUARTE is an individual over 18 years of age who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately August 2023 to approximately April 2024. Plaintiff ABRAM IZQUIERDO-DUARTE worked as a Foreman.

10. Plaintiff ROLANDO DE LUNA is an individual over 18 years of age who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately July 2023 to approximately April 2024. Plaintiff ROLANDO DE LUNA worked as a Deck Installer.

11. Plaintiff BRENDA BARRAGAN is an individual over 18 years of age who worked for Defendants in California as an hourly-paid, non-exempt employee from approximately November 2020 to approximately April 2024. Plaintiff BRENDA BARRAGAN worked as a Painter.

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

1 **B. Defendants**

2 13. Plaintiffs are informed and believe, and based upon that information and belief
3 allege, that Defendant NAVAL ENGINEERING SUPPORT INC. is, and at all times herein
4 mentioned, was:

5 (a) A California corporation qualified to do business and actually conducting
6 business in numerous counties throughout the State of California, including
7 in San Diego County; and,

8 (b) The former employer of Plaintiffs and the current and/or former employer
9 of the putative Class and Aggrieved Employees because Defendant NAVAL
10 ENGINEERING SUPPORT INC. suffered and permitted Plaintiffs, the
11 Class, and the Aggrieved Employees to work, and/or controlled their wages,
12 hours, or working conditions.

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

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

23 16. Plaintiffs are informed and believe and thereon allege that at all relevant times each
24 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
25 other employees described in the class definitions below, and exercised control over their wages,
26 hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all
27 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
28 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or

1 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
2 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
3 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
4 below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant
5 to and within the scope of the relationships alleged above, that each Defendant knew or should
6 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
7 conduct of all other Defendants.

8 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

9 17. Plaintiffs worked for Defendants in California as hourly-paid, non-exempt
10 employees. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs hourly
11 wages and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs
12 to work at least five days in a workweek and at least eight hours per day, but Plaintiffs regularly
13 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

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

21 19. Throughout the statutory period, Defendants maintained a policy and practice of not
22 paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
23 minimum, straight time, and overtime wages. Defendants required Plaintiffs, the Class, and the
24 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
25 Plaintiffs, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
26 workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay
27 for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs,
28 the Class, and the Aggrieved Employees worked.

1 20. Throughout the statutory period, Defendants maintained a policy and practice of
2 time editing which resulted in Plaintiffs, the Class, and the Aggrieved Employees being underpaid.

3 21. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs,
4 the Class, and the Aggrieved Employees with legally compliant meal periods. Defendants
5 regularly, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in
6 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
7 meal period for every five hours of work, or without compensating Plaintiffs, the Class, and the
8 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work
9 or tenth hour of work. For example, Plaintiff ABRAM IZQUIERDO-DUARTE's time records
10 from the pay period of August 14, 2023 to August 20, 2023 show that he experienced several late
11 meal periods taken after the end of the fifth hour of work; Plaintiff ROLANDO DE LUNA's time
12 records from the pay period of April 22, 2024 to April 28, 2024 show that he experienced several
13 late meal periods taken after the end of the fifth hour of work; and Plaintiff BRENDA
14 BARRAGAN's time records from the pay period of April 22, 2024 to April 28, 2024 show that
15 she experienced several late meal periods taken after the end of the fifth hour of work. Defendants
16 continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring,
17 pressuring, or encouraging them to perform work tasks which could not be completed without
18 working in lieu of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the
19 Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and
20 practice was not to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in
21 compliance with California law.

22 22. Throughout the statutory period, Defendants have wrongfully failed to authorize
23 and permit Plaintiffs, the Class, and the Aggrieved Employees to take legally compliant rest
24 periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to work
25 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
26 take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major
27 fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved
28 Employees for rest periods that were not authorized or permitted. Instead, Defendants continued

1 to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring,
2 or encouraging them to perform work tasks which could not be completed without working in lieu
3 of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees
4 permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize
5 and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance
6 with California law.

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

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

- 22 (a) the violations led them to believe that they were not entitled to be paid
23 minimum, straight time, overtime, meal period premium, and rest period
24 premium wages, even though they were entitled;
- 25 (b) the violations led them to believe that they had been paid the minimum,
26 straight time, overtime, meal period premium, and rest period premium
27 wages, even though they had not been;
- 28 (c) the violations led them to believe they were not entitled to be paid minimum,

1 straight time, overtime, meal period premium, and rest period premium
2 wages at the correct California rate even though they were entitled;

3 (d) the violations led them to believe they had been paid minimum, straight time,
4 overtime, meal period premium, and rest period premium wages at the
5 correct California rate even though they had not been;

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

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

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

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

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

23 25. Throughout the statutory period, Defendants have wrongfully required Plaintiffs,
24 the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
25 their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid out-
26 of-pocket for necessary employment-related expenses, including, without limitation, use of
27 personal cell phones, tools and protective gear, and personal protective equipment (e.g., masks).

28 26. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses

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

CLASS ACTION ALLEGATIONS

27. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

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

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

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

30. At all material times, Plaintiffs were members of the Class.

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

32. 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 forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any)

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs 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: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

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

complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely wages during employment;
- (e) Failed to provide Class Members with timely final wages;
- (f) Failed to provide Class Members with accurate wage statements;
- (g) Failed to indemnify Class Members for expenditures; and,
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

- 1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the statutory violations, and in obtaining adequate compensation
3 for the damages and injuries for which Defendants are responsible in an
4 amount sufficient to adequately compensate the members of the Class for
5 the injuries sustained;
- 6 (f) Without class certification, the prosecution of separate actions by individual
7 members of the class would create a risk of:
- 8 1) Inconsistent or varying adjudications with respect to individual
9 members of the Class which would establish incompatible standards
10 of conduct for Defendants; and/or,
- 11 2) Adjudications with respect to the individual members which would,
12 as a practical matter, be dispositive of the interests of other members
13 not parties to the adjudications, or would substantially impair or
14 impede their ability to protect their interests, including but not
15 limited to the potential for exhausting the funds available from those
16 parties who are, or may be, responsible Defendants; and,
- 17 (g) Defendants have acted or refused to act on grounds generally applicable to
18 the Class, thereby making final injunctive relief appropriate with respect to
19 the class as a whole.

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

27 ///

28 ///

1 **FLSA COLLECTIVE ACTION ALLEGATIONS**

2 36. Plaintiffs further bring the twelfth causes of action, the FLSA claims as an “opt-in”
3 collective action pursuant to 29 U.S.C. § 216(b) on their own behalf and on behalf of all other
4 members of the general public similarly situated.

5 37. Plaintiffs seek to represent a FLSA Collective composed of and defined as follows:
6 All persons who worked for any Defendant in California as an hourly-paid or non-
7 exempt employee at any time during the period three years before the filing of the
initial complaint in this action and ending when notice to the Class is sent. (“FLSA
Collective” or “FLSA Collective Members”).

8 38. Plaintiffs are informed and believe that the FLSA Collective Members consist of
9 hundreds of individuals.

10 39. Plaintiffs may find it appropriate or necessary to amend the definition of those
11 covered by the FLSA collective. Plaintiffs reserve the right to continue to refine the FLSA
12 Collective definition. Similarly, although subclasses are not anticipated at this time, Plaintiffs
13 reserve the right to allege or move for subclasses divided along any reasonable point of distinction
14 that might exist among class member and the FLSA Collective.

15 40. Plaintiffs and the FLSA Collective Members are similarly situated in that they
16 were/are all non-exempt employees of Defendant who were subject to Defendants’ common
17 practices, policies, and procedures of willfully and unlawfully failing to pay wages, without
18 abatement or reduction, due for all hours worked, including and not limited to, minimum wages
19 and overtime wages.

20 41. This Action is maintainable as an “opt-in” collective action pursuant to 29 U.S.C. §
21 216(b).

22 42. All potential members of the FLSA Collective should be given notice and be
23 allowed to give their consent in writing to participate in – in other words, to opt into – the FLSA
24 collective pursuant to 29 U.S.C. § 216(b).

25 **FIRST CAUSE OF ACTION**

26 **(By All Plaintiffs Against All Defendants for Failure to Pay Minimum and Straight Time**
27 **Wages for All Hours Worked)**

28 43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs

1 through 42 in this Complaint.

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

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

46. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

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

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

50. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

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

1 52. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and
2 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
3 Code §§ 218.5, 218.6, and 1194(a).

4 **SECOND CAUSE OF ACTION**

5 **(By All Plaintiffs Against All Defendants for Failure to Pay Overtime Wages)**

6 53. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
7 1 through 52 in this Complaint.

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

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

16 56. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
17 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

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

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

26 59. By failing to keep adequate time records required by Labor Code § 1174(d),
27 Defendants have made it difficult to calculate the full extent of overtime compensation due to
28 Plaintiffs and the Class.

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

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

10 **THIRD CAUSE OF ACTION**

11 **(By All Plaintiffs Against All Defendants for Failure to Provide Meal Periods)**

12 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
13 1 through 61 in this Complaint.

14 63. Under California law, Defendants have an affirmative obligation to relieve the
15 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
16 start of Plaintiffs' and the Class' sixth hour of work in a workday, and to take their second meal
17 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
18 § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
19 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
20 California Labor Code § 226.7 for an employer to require any employee to work during any meal
21 period mandated under any Wage Order.

22 64. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
23 and the Class with both meal periods as required by California law. By their failure to permit and
24 authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that
25 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
26 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
27 Wage Orders.

28 65. Under California law, Plaintiffs and the Class are entitled to be paid one hour of

1 additional wages for each workday he or she was not provided with all required meal period(s),
2 plus interest thereon.

3 **FOURTH CAUSE OF ACTION**

4 **(By All Plaintiffs Against All Defendants for Failure to Authorize and Permit Rest Periods)**

5 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
6 1 through 65 in this Complaint.

7 67. Defendants are required by California law to authorize and permit breaks of ten
8 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
9 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
10 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
11 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
12 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
13 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
14 an employer to require any employee to work during any rest period mandated under any Wage
15 Order.

16 68. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
17 Class to take rest breaks, regardless of whether employees worked more than four hours in a
18 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
19 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
20 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
21 § 226.7 and the applicable Wage Orders.

22 69. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
23 premium wages rate for each workday he or she was not provided with all required rest break(s),
24 plus interest thereon.

25 **FIFTH CAUSE OF ACTION**

26 **(By All Plaintiffs Against All Defendants for Failure to Timely Pay Wages During** 27 **Employment)**

28 70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs

1 through 69 in this Complaint.

71. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204(b), and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

72. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiffs and class members twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204(b) and the IWC Wage Orders (the "Minimum Wages" sections of the applicable orders).

73. Plaintiffs and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

SIXTH CAUSE OF ACTION

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

74. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 73 in this Complaint.

75. 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 seventy-two (72) hours thereafter, unless

1 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
2 which case the employee is entitled to his or her wages at the time of quitting.

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

9 77. Defendants' failure to pay those Class members who are no longer employed by
10 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
11 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
12 202.

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

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

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

23 **SEVENTH CAUSE OF ACTION**

24 **(By All Plaintiffs Against All Defendants for Failure to Provide and Maintain Accurate and** 25 **Compliant Wage Records)**

26 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
27 1 through 80 in this Complaint.

28 82. At all material times set forth herein, California Labor Code § 226(a) provides that

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

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

84. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

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

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

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

1 88. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
2 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code
3 § 226(h).

4 **EIGHTH CAUSE OF ACTION**

5 **(By All Plaintiffs Against All Defendants for Failure to Indemnify Employees for**
6 **Expenditures)**

7 89. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
8 1 through 88 in this Complaint.

9 90. As set forth above, Plaintiffs and the Class were required to incur substantial
10 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
11 obedience to directions of Defendants.

12 91. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
13 Plaintiffs and the Class for necessary expenditures and losses incurred in direct consequence of the
14 discharge of their duties or of their obedience to directions of Defendants.

15 92. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
16 expenses they paid, or which were deducted by Defendants from their wages.

17 93. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs
18 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code
19 § 2802(b).

20 **NINTH CAUSE OF ACTION**

21 **(By All Plaintiffs Against All Defendants for Violation of California Business & Professions**
22 **Code §§ 17200, et seq.)**

23 94. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
24 1 through 93 in this Complaint.

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

27 96. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
28 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek

1 to enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure § 1021.5.

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

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

12 **Failure to Pay Minimum and Straight Time Wages**

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

16 **Failure to Pay Overtime Wages**

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

20 **Failure to Provide Meal Periods**

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

24 **Failure to Authorize and Permit Rest Periods**

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

28 **Failure to Indemnify Business Expenses**

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

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

8 105. Plaintiffs and the Class Members suffered monetary injury as a direct result of
9 Defendants' wrongful conduct.

10 106. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled
11 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
12 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by
13 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and
14 the Class are not obligated to establish individual knowledge of the wrongful practices of
15 Defendants in order to recover restitution.

16 107. Plaintiffs, individually, and on behalf of members of the putative class, are further
17 entitled to, and do, seek a declaration that the above-described business practices are unfair,
18 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
19 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
20 in the future.

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

28 109. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth

herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

110. 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 four years and 178 days prior to the filing of this complaint; 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.

TENTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

111. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 110 in this Complaint.

112. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

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

114. Plaintiffs have exhausted their administrative remedies pursuant to California Labor Code § 2699.3. They gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Abram Izquierdo-Duarte gave such notice on June 13, 2024; plaintiffs Rolando De Luna and Brenda Barragan gave such notice on June 17,

2024; and plaintiff Carlos Marquez gave such notice on June 21, 2024. Plaintiffs also paid the filing fee.

115. The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

117. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

TENTH CAUSE OF ACTION

(By All Plaintiffs Against All Defendants for Violation of the Fair Labor Standards Act ("FLSA") 29 U.S.C. § 201, et seq.)

118. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 117 in this Complaint.

119. At all material times set forth herein, the FLSA provided:

[No] employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods in commerce, for a workweek longer than forty hours unless such employee received compensation for his employment in excess of the hours above specified at a rate of not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1).

120. At all times relevant to this action, Defendants were engaged in interstate commerce, or in the production of goods for commerce, as defined by the FLSA.

1 121. At all times relevant to this action, Plaintiffs were employees of Defendants within
2 the meaning of 29 U.S.C. § 203 (e)(1) of the FLSA.

3 122. Plaintiffs and the FLSA Collective Members are or were non-exempt employees of
4 Defendants.

5 123. At all times relevant to this action, Plaintiffs and the Collective Class have either
6 (1) engaged in commerce; or (2) engaged in the production of goods for commerce; or (3) were
7 employed in an enterprise engaged in commerce or in the production of goods for commerce.

8 124. At all times relevant to this action, Defendants required Plaintiffs and the Collective
9 Class to work off the clock (“off-the-clock work”), for example, requiring them to perform work
10 prior to clocking in for the workday, yet Defendants failed to pay these employees the federally
11 mandated minimum wage and overtime compensation for all services performed.

12 125. The off-the-clock work performed by Plaintiffs and the Collective class for every
13 work shift is an essential part of their job and these activities and the time associated with these
14 activities is not *de minimis* and is ultimately uncompensated work time.

15 126. Pursuant to the FLSA, 29 U.S.C. § 206, Plaintiffs and the other FLSA Collective
16 Members were entitled to receive minimum wages for all hours worked.

17 127. At all material times set forth herein, Defendants failed to pay Plaintiffs and the
18 other FLSA Collective Members for all hours worked. This work was and is performed for the sole
19 benefit of Defendants and was and is a uniform practice and policy in all of Defendants’ locations.
20 This work resulted and continues to result in Plaintiffs and the other FLSA Collective Members
21 working without any compensation. As such, Defendants owe Plaintiffs and the other FLSA
22 Collective Members compensation for this work at least at a minimum wage rate.

23 128. At all material times set forth herein, Defendants’ failure to pay Plaintiffs and the
24 other FLSA Collective Members minimum wages for all hours worked, as required by the FLSA,
25 violated the provisions of the FLSA and was therefore unlawful. Moreover, Defendants’ failure to
26 pay Plaintiffs and the other FLSA Collective Members’ minimum wages was and is a result of a
27 uniform policy or practice to deny them compensation at least at a minimum wage rate.

28 129. At all material times set forth herein, Plaintiffs and the other FLSA Collective

1 Members worked in excess of forty (40) hours in a workweek; however, the proper overtime
2 compensation was not paid by Defendants. As such, Defendants owe Plaintiffs and the other FLSA
3 Collective Members compensation for work in excess of forty (40) hours in a workweek at an
4 overtime rate.

5 130. Defendants are aware or should have been aware that federal law required it to pay
6 Plaintiffs and the FLSA Collective Class minimum wage and overtime premiums for all hours
7 worked in excess of forty (40) hours per work week.

8 131. Defendants failed to compensate Plaintiffs and the Collective Class their minimum
9 wages and overtime compensation due.

10 132. 1At all material times set forth herein, Defendants' failure to pay Plaintiffs and the
11 other FLSA Collective Members the unpaid balance of overtime compensation, as required by the
12 FLSA, violated the provisions of the FLSA and was therefore unlawful. Moreover, Defendants'
13 failure to pay Plaintiffs and the other FLSA Collective Members overtime compensation was and
14 is a result of a uniform policy or practice to deny overtime compensation to them.

15 133. 1At all material times Defendants' failure to pay Plaintiffs and the other FLSA
16 Collective Members was the result of Defendants' willful, knowing, and intentional violation of
17 the provisions of the FLSA, or alternatively Defendants' reckless disregard for the requirements
18 of those provisions. At all relevant times set forth, Defendants were aware that their uniform
19 policies and practices are illegal and that Plaintiffs and the other FLSA Collective Members must
20 be compensated for the work performed in excess of forty (40) hours per work week pursuant to
21 these uniform policies and practices. Therefore, Defendants' foregoing conduct, as alleged,
22 constitutes willful violation of the FLSA, within the meaning of 29 U.S.C. § 255(a).

23 134. As a result, Plaintiffs and the FLSA Collective must be paid the federally mandated
24 rate of 150% of each employee's regular hour wages for work weeks of 40 hours or more. (29
25 U.S.C. § 207.)

26 135. Defendants' violations of the FLSA were knowing and willful. Defendants could
27 have easily accounted for and compensated Plaintiffs and the FLSA Collective in conformity with
28 the law but have failed to do so.

136. As a result of Defendants' unlawful conduct, Plaintiffs and the other FLSA Collective Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours actually worked.

137. Plaintiffs have consented to join in this action and the FLSA Collective.

138. Plaintiffs and FLSA Collective Members are therefore entitled to recover damages in an amount equal to the unpaid minimum wages and overtime wages due and owing, along with liquidated damages in an equal amount) costs, interest and attorneys' fees as provided for in 29 U.S.C. § 216.

PRAYER FOR RELIEF

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

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;

2. That Plaintiffs be appointed as the representatives of the Class; and,

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

FLSA Collective Certification

4. For an order certifying that the eleventh cause of action of this Complaint may be maintained as a collective action pursuant to 29 U.S.C. § 216(b) and that prompt notice of this action be issued to potential members of the opt-in FLSA Collective, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims;

5. Designation of Plaintiffs as representatives for the FLSA claims as to the FLSA Collective;

6. Designation of Plaintiffs' attorneys as counsel for the FLSA Collective as to the FLSA claims:

7. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all FLSA Collective Members.

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

9. For unpaid wages as may be appropriate;

10. For pre-judgment interest on any unpaid compensation commencing from the date amounts were due:

11. For liquidated damages;

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

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

As to the Second Cause of Action

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

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

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

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

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

As to the Third Cause of Action

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

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

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

22. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,

1 and for costs of suit incurred herein; and,

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

3 As to the Fourth Cause of Action

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

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

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

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

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

12 As to the Fifth Cause of Action

13 29. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 204, 210, and 218 by willfully failing to pay all compensation owed during
15 employment;

16 30. For statutory wage penalties pursuant to the California Labor Code;

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

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

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

21 As to the Sixth Cause of Action

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

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

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

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

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

As to the Seventh Cause of Action

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

40. For all actual damages, according to proof;

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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

As to the Ninth Cause of Action

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

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

52. 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.*;

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

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

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

As to the Tenth Cause of Action

56. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

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

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

59. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

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

As to the Eleventh Cause of Action

61. That the Court declare, adjudge, and decree that Defendants violated the FLSA 29 U.S.C. §§ 206 and 207 by willfully failing to pay minimum and overtime wages to Plaintiffs and the other members of the FLSA Collective;

62. For general and unpaid wages at minimum and overtime wage rates;

63. For liquidated damages equal to the amount of unpaid compensation;

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

65. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, U.S.C. § 216(b); and

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

As to all Causes of Action

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

Respectfully submitted,

Dated: September __, 2025

WILSHIRE LAW FIRM, PLC

By: _____
Arrash T. Fattahi
Arman A. Salehi
Attorneys for Plaintiff
Carlos Marquez

Dated: September ___, 2025

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**

By: _____
Nicholas J. Ferraro
Lauren N. Vega
Elyssa Martinez

Attorneys for Plaintiffs
Abram Izquierdo-Duarte, Rolando De Luna,
and Brenda Barragan

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: September __, 2025

WILSHIRE LAW FIRM, PLC

By: _____

Arrash T. Fattahi

Arman A. Salehi

Attorneys for Plaintiff

Carlos Marquez

Dated: September __, 2025

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**

By: _____

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