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**ELECTRONICALLY FILED**  
Superior Court of California  
County of Sacramento  
12/17/2025  
By: E. Leon Barrientos Deputy

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

ARTURO PEREZ, as an individual, RHODA  
VILLANUEVA, as an individual, and on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

SARES REGIS OPERATING COMPANY,  
L.P., a Delaware limited partnership; SRG  
VENTURES, LLC, a Delaware limited  
liability company; SARES COMPANY dba  
SARES REGIS GROUP, a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 24CV014322

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

- (1) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 558, 1194, AND  
1198);**
- (3) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7 AND 512);**
- (4) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &  
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR  
NECESSARY BUSINESS  
EXPENSES (LABOR CODE § 2802);**
- (9) **CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

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1 Plaintiffs Arturo Perez, Joel Bravo, Rhoda Villanueva (hereinafter “Plaintiffs”), on behalf  
2 of themselves and all others similarly situated, hereby bring this Second Amended Class and  
3 Representative Action Complaint against Sares Regis Operating Company, L.P.; SRG Ventures,  
4 LLC; Sares Company dba Sares Regis Group; and DOES 1 to 100, inclusive (collectively  
5 “Defendants”), and on information and belief allege as follows:

### 6 **JURISDICTION**

7 1. Plaintiffs hereby bring this Second Amended Class and Representative Action  
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
9 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 516, 558, 1182.12, 1194,  
10 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and applicable Industrial Welfare Commission Wage  
11 Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution. This Complaint  
12 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over  
13 Defendants’ violations of the California Labor Code because the amount in controversy exceeds  
14 this Court's jurisdictional minimum.

### 15 **VENUE**

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

### 22 **PARTIES**

23 3. Plaintiffs are each individuals over the age of eighteen (18). At all relevant times  
24 herein, Plaintiffs were and currently are California residents. During the four years immediately  
25 preceding the filing of the Complaint in this action and within the statute of limitations periods  
26 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-  
27 exempt employees. Plaintiffs were and are victims of Defendants’ policies and/or practices  
28 complained of herein, lost money and/or property, and have been deprived of the rights

1 guaranteed by Labor Code 201-204, 226 *et seq.*, 226.7, 510, 516, 558, 1182.12, 1194, 1194.2,  
2 1197, 1198, 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair  
3 Competition Law”), and the applicable Wage Orders.

4 4. Plaintiffs are informed and believe, and based thereon allege, that during the four  
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and  
6 continue to do) business by providing food manufacturing/preparation services in California and  
7 the United States, employed Plaintiffs within Sacramento County and the state of California and,  
8 therefore, were (and are) doing business in Sacramento County and the State of California.

9 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or  
10 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
11 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to  
12 amend this Complaint when such true names and capacities are discovered. Plaintiffs are  
13 informed, and believe, and based thereon allege, that each of said fictitious defendants, whether  
14 individual, partners, or corporate, were responsible in some manner for the acts and omissions  
15 alleged herein, and proximately caused Plaintiffs and the Classes (as defined herein) to be  
16 subjected to the unlawful employment practices, wrongs, injuries and damages complained of  
17 herein.

18 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned  
19 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing  
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of  
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
24 were acting within the course and scope of said agency and employment. Defendants, and each  
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
26 omissions complained of herein.

27 8. At all times mentioned herein, Defendants, and each of them, were members of  
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,  
2 Plaintiffs allege that all Defendants were joint employers for all purposes towards Plaintiffs and  
3 all members of the Classes.

#### 4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff Arturo Perez worked for Defendants as a maintenance technician between  
6 approximately September 28, 2023 and approximately October 13, 2023. Defendants are in the  
7 business of real estate development, investment and management of multi-family residential,  
8 commercial and industrial properties. Plaintiff Arturo Perez's job responsibilities included  
9 maintenance of fans and air conditioning units, changing light bulbs, cleaning hallways, installing  
10 items such as cabinets and building items such as cabinet stands. Plaintiff Arturo Perez was  
11 generally scheduled to work five days per week, from Saturday to Wednesday from  
12 approximately 9:00 a.m. until approximately 6:00 p.m. However, he could be called early in the  
13 morning to start work on the same day as early as 7:45 a.m.

14 10. Plaintiff Joe Bravo worked for Defendants as a maintenance technician between  
15 2021 and the fall of 2025. He was assigned to work at the Beacon in Fremont, California and the  
16 Martin Apartments in Sunnyvale, CA. Plaintiff Joel Bravo's job responsibilities included  
17 painting, appliance repairs, HVAC repairs, electrical repairs, and general maintenance. Plaintiff  
18 Joel Bravo's typically schedule was Monday through Friday from 7:00 a.m. to 4:00 p.m.  
19 However, he routinely worked additional hours.

20 11. Plaintiff Rhoda Villanueva worked for Defendants as a leasing consultant from on  
21 or about April 12, 2023 and will continue her employment through approximately July 10, 2024  
22 when another property management company replaces Defendants. Plaintiff Rhoda Villanueva's  
23 job responsibilities include screening applicants, providing apartment tours, following up with  
24 prospects, processing resident complaints and spiffing or dusting units. Plaintiff Rhoda  
25 Villanueva is also generally scheduled to work five days per week, from Sunday to Wednesday,  
26 from approximately 8:00 a.m. to 5:00 p.m.

27 12. Throughout the duration of each of each Plaintiff's employment with Defendants,  
28 Plaintiff and other non-exempt employees were not paid for all hours worked as Defendants

1 would not accurately keep track of their hours worked. Upon information and belief, the time  
2 records maintained by Defendants were not reflective of the actual number of hours that Plaintiffs  
3 and other non-exempt employees actually worked. Plaintiffs were instructed to clock in and out  
4 each work day on a computer at the workplace using the program "Dayforce." However, for  
5 almost the entirety of Plaintiff Arturo Perez's employment, the Dayforce program was  
6 unavailable to Plaintiff Arturo Perez and Defendants instructed Plaintiff Arturo Perez to notify  
7 his supervisor of the times that he started and ended each work day and required that his supervisor  
8 notify the manager so that the manager would record Plaintiff Arturo Perez's hours worked.  
9 Defendants required Plaintiffs and other non-exempt employees to perform work for  
10 approximately fifteen (15) minutes prior to clocking in each work day. During this time, Plaintiff  
11 Rhoda Villanueva had to perform work such as viewing Defendants' training classes or checking  
12 emails. During this time, Plaintiff Arturo Perez was required to be present on the premises.  
13 Additionally, Defendants required Plaintiff Rhoda Villanueva to check emails after clocking out  
14 at least approximately 2 or 3 times per month for 20 minutes each time. Plaintiffs estimate that  
15 they each spent at least 75 minutes per week working off the clock. Further, even though Plaintiff  
16 Arturo Perez complained that he never received his first paycheck and Defendants claimed that  
17 they would mail him his first paycheck, to date, Plaintiff Arturo Perez has not received his first  
18 paycheck.  
19

20 13. Defendants' failure to pay for all hours worked included requiring Plaintiff Perez,  
21 Plaintiff Bravo and other maintenance employees to remain on on-call or on controlled standby  
22 outside of their normal scheduled shifts to respond to phone calls and other communications from  
23 Defendants regarding maintenance emergencies. Upon information and belief, for at least part of  
24 the class period, Defendants' policies required Plaintiff Perez, Plaintiff Bravo, and other  
25 maintenance workers to respond to phone calls 24 hours a day while off duty without additional  
26 compensation. This required Plaintiff Perez, Plaintiff Bravo, and other maintenance employees to  
27 be restricted in how they used their free time including by, among other factors, (i) having to  
28 always be near their cell phone to respond to calls and making sure they were always in areas

1 with cell phone service (ii) by being limited in the actives they could pursue such as drinking  
2 alcohol in order to maintain readiness to respond to emergency calls and assess emergencies, (iii)  
3 by being tethered by geographic location by having to report to work in response to an emergency  
4 call within 15 to 45 minutes of receiving the call, (iv) having to stay at all times, unless having  
5 pre-approved authorization, within a designated mile radius of Defendants' property that they  
6 were assigned to work at. While Defendants required Plaintiff Perez, Plaintiff Bravo, and other  
7 maintenance employees to be on controlled standby during these times, Defendants maintained a  
8 uniform policy of only compensating employees for this time if they were actually physically  
9 called back into work after receiving Defendants' after-hours phone calls. Defendants also failed  
10 to provide "Reporting Time Pay" to Plaintiff Perez and other maintenance employees on those  
11 occasions where they were required to report to Defendants' worksite to respond to emergencies.  
12 Despite maintaining a policy that required its employees to report to the worksite for as little as  
13 30 minutes, for at least a portion of the Class Period, Defendants failed to provide any additional  
14 compensation to Plaintiff Perez and other maintenance employees beyond the actual amount of  
15 time they spent on the job site in violation of the "Reporting Time Pay" requirements as set forth  
16 in the applicable Wage Orders. Consequently, due to Defendants' unlawful timekeeping and  
17 payment policies and practices that failed to compensate for all hours worked, Plaintiff Perez,  
18 Plaintiff Bravo, and other non-exempt employees have been deprived of all required wages  
19 earned.

20 14. Furthermore, Plaintiffs 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 Plaintiffs and other non-exempt employees when they  
24 worked off the clock. Further, when Plaintiffs and other non-exempt employees worked overtime,  
25 they were not always compensated at the correct regular rate. For example, approximately once  
26 per month, Plaintiff Rhoda Villanueva received a bonus for leasing an apartment. Upon  
27 information and belief, this bonus was not calculated into her regular rate. As a result, Defendants  
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1 failed to ensure that Plaintiff and other non-exempt employees were being paid at least the  
2 minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other non-  
3 exempt employees received proper overtime wages for all overtime hours worked.

4 15. Plaintiffs and other non-exempt employees were not authorized to take their full  
5 legally required 10-minute rest periods. Defendants regularly required Plaintiffs and other non-  
6 exempt employees to read and respond to company text messages or other communications sent  
7 after Plaintiffs and other non-exempt employees began their rest periods. Plaintiff Arturo Perez  
8 estimates that his rest periods were interrupted almost every day of his employment. Plaintiff  
9 Rhoda Villanueva estimates that either she did not receive a rest period because she was required  
10 to provide tours or respond to emails or her rest period was interrupted at least 2 or 3 days per  
11 week. Defendants never provided Plaintiffs and other non-exempt employees with an hour of  
12 pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon  
13 information and belief, during at least a portion of the class period, Defendants maintained no  
14 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiffs  
15 and other non-exempt employees were not authorized to take lawful rest periods.  
16

17 16. Defendants also did not provide Plaintiffs and other non-exempt employees with  
18 a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally  
19 compliant second meal period when they worked shifts longer than 10 hours. On a near-daily  
20 basis, Defendants interrupted Plaintiff Arturo Perez's meal period with text messages that  
21 required immediate responses or with tours for prospective tenants. Plaintiff Rhoda Villanueva  
22 estimates that her meal periods were interrupted approximately at least once per month with  
23 questions from residents or management or other communications from Defendants. Defendants  
24 did not provide Plaintiffs and other non-exempt employees with an hour of pay at their regular  
25 rate for each meal period violation as required by Labor Code § 226.7.  
26

27 17. Furthermore, Defendants failed to adequately reimburse Plaintiffs and other non-  
28 exempt employees for all reasonable and necessary work expenditures, including but not limited  
to, requiring Plaintiffs and other non-exempt employees to utilize their personal cell phones and

1 their personal vehicles. Plaintiffs were never provided any reimbursement for the use of their  
2 personal vehicles and were not provided sufficient reimbursement for the use of their personal  
3 cell phones.

4 18. Defendants failed to issue to Plaintiffs and other non-exempt employees accurate  
5 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the  
6 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
7 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written  
8 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
9 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
10 only the last four digits of his or her social security number or an employee identification number  
11 other than a social security number, (8) the name and address of the legal entity that is the  
12 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
13 number of hours worked at each hourly rate by the employee.  
14

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

21 20. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5  
22 by failing to provide Plaintiffs and other aggrieved employees written notices, in the language  
23 normally used to communicate employment related information to the employees, containing  
24 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part  
25 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the  
26 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the  
27 employer; vii) identifying information for the employer's workers' compensation insurance  
28 carrier; and viii) information informing the employee of their right to accrue and use paid sick

1 leave. Despite maintaining an obligation to provide these disclosures to Plaintiffs and other  
2 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

3 **CLASS ACTION ALLEGATIONS**

4 21. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the  
5 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 6 a. The Minimum Wage Class consists of all current and former non-exempt  
7 employees of Defendants in California who were subject to Defendants'  
8 timekeeping systems and/or practices, during the four years immediately  
9 preceding the filing of this lawsuit through the present.
- 10 b. The Overtime Wage Class consists of all current and former non-exempt  
11 employees of Defendants in California who worked overtime hours and were  
12 subject to Defendants' timekeeping systems and/or practices, during the four years  
13 immediately preceding the filing of this lawsuit through the present
- 14 c. The Rest Period Class consists of all current and former non-exempt employees of  
15 Defendants in California who worked at least one shift in excess of 3.5 hours  
16 during the four years immediately preceding the filing of this lawsuit through the  
17 present.
- 18 d. The Meal Period Class consists of all current and former non-exempt employees  
19 of Defendants who performed work in California and: (i) worked at least one shift  
20 in excess of 5.0 hours without a meal period of at least 30 minutes in duration  
21 commencing prior to the conclusion of the fifth hour of work, and who do not have  
22 a corresponding meal period premium payment made for such shifts and/or (ii)  
23 worked at least one shift in excess of 10.0 hours while performing work for  
24 Defendants in California without a second meal period of at least 30 minutes in  
25 duration commencing prior to the conclusion of the tenth hour of work, and who  
26 do not have a corresponding meal period premium payment made for such shifts  
27 during the four years preceding the filing of this lawsuit through the present.  
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1 e. The Wage Statement Class consists of all members of all current and former non-  
2 exempt employees of Defendants in California who received a wage statement  
3 from Defendants during the one year immediately preceding the filing of this  
4 lawsuit through the present.

5 f. The Waiting Time Class consists of all of Defendants' formerly employed non-  
6 exempt employees in California who were subject to Defendants' timekeeping  
7 systems and/or practices, during the three years immediately preceding the filing  
8 of this lawsuit through the present.

9 g. The Employee Expense Class consists of all current and former non-exempt  
10 employees of Defendants who performed work in California who were not  
11 reimbursed for expenses in the performance of their job duties, including but not  
12 limited to the utilization of their personal cell phones and personal vehicles during  
13 the four years immediately preceding the filing of this lawsuit to the present.  
14

15 22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
16 joinder of all members would be unfeasible and not practicable. The membership of the Classes is  
17 unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number  
18 greater than two hundred (200) individuals. The identity of such membership is readily  
19 ascertainable via inspection of Defendants' employment records.

20 23. **Common Questions of Law and Fact Predominate/Well Defined Community**  
21 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly  
22 situated employees, which predominate over questions affecting only individual members. Those  
23 common questions include, without limitation:

24 i. Whether Defendants paid all minimum wages owed for all hours worked to  
25 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,  
26 1194.2, and 1197;

27 ii. Whether Defendants violated the applicable Labor Code provisions, including, but  
28 not limited to, §§ 510 and 1194 and the applicable Wage Orders by requiring

- 1 members of the Overtime Wage Class to perform overtime work and not paying  
2 for said work in accordance with the overtime laws of the State of California;
- 3 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to  
4 properly compensate members of the Minimum Wage Class;
- 5 iv. Whether Defendants provided all legally compliant meal periods to members of  
6 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 7 v. Whether Defendants provided all legally compliant rest periods to members of the  
8 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 9 vi. Whether Defendants provided accurate, itemized wage statements to members of  
10 the Classes; and
- 11 vii. Whether Defendants' policies and/or practices for the timing and amount of  
12 payment of final wages to members of the Waiting Time Class at the time of  
13 separation from employment were lawful.
- 14 viii. Whether Defendants failed to reimburse members of the Employee Expense Class  
15 for business expenditures necessarily incurred in the performance of their duties;

16  
17 **24. Predominance of Common Questions:** Common questions of law and fact  
18 predominate over questions that affect only individual members of the Classes. The common  
19 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
20 and/or practices applicable to each individual class member, such as Defendants' uniform  
21 timekeeping policies and practices, meal and rest period policies and practices, wage statement  
22 policies and practices, and the policies and practices regarding the timely payment of final wages.  
23 As such, the common questions predominate over individual questions concerning each  
24 individual class member's showing as to his or her eligibility for recovery or as to the amount of  
25 his or her damages.

26 **25. Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because  
27 Plaintiffs were employed by Defendants as non-exempt employees in California during the  
28 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged

1 herein, Plaintiffs, like the members of the Classes, were subject to Defendants' meal/rest period  
2 and timekeeping policies and practices, were provided inaccurate wage statements, and were not  
3 paid all wages earned at the time of his separation of employment.

4       26.     **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary  
5 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,  
6 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of  
7 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-  
8 and-hour class actions in state and federal courts in the past and are committed to vigorously  
9 prosecuting this action on behalf of the members of the Classes.

10       27.     **Superiority:** The California Labor Code is broadly remedial in nature and serves  
11 an important public interest in establishing minimum working conditions and standards in  
12 California. These laws and labor standards protect the average working employee from  
13 exploitation by employers who have the responsibility to follow the laws and who may seek to  
14 take advantage of superior economic and bargaining power in setting onerous terms and  
15 conditions of employment. The nature of this action and the format of laws available to Plaintiffs  
16 and members of the Classes make the class action format a particularly efficient and appropriate  
17 procedure to redress the violations alleged herein. If each employee were required to file an  
18 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
19 would be able to exploit and overwhelm the limited resources of each individual plaintiff with  
20 their vastly superior financial and legal resources. Moreover, requiring each member of the  
21 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
22 employees who would be disinclined to file an action against their former and/or current employer  
23 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
24 employment. Further, the prosecution of separate actions by the individual class members, even  
25 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
26 with respect to the individual class members against Defendants herein; and which would  
27 establish potentially incompatible standards of conduct for Defendants; and/or legal  
28

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**  
**MINIMUM WAGE VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

28. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

29. The applicable Wage Orders and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours he was subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and the applicable Wage Orders.

30. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

31. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but

1 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are  
2 entitled to recover economic and statutory damages and penalties and other appropriate relief as  
3 a result of Defendants' violations of the California Labor Code and the applicable Wage Orders.

4 32. Defendants' practice and uniform administration of corporate policy regarding  
5 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs  
6 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,  
7 liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs  
8 of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of  
9 Civil Procedure § 1021.5.

## 10 **SECOND CAUSE OF ACTION**

### 11 **FAILURE TO PAY ALL OVERTIME WAGES**

#### 12 **(AGAINST ALL DEFENDANTS)**

13 33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,  
15 and 1198, which provide that non-exempt employees are entitled to overtime wages for all  
16 overtime hours worked, and provide a private right of action for the failure to pay all overtime  
17 compensation for overtime work performed.

18 35. At all times relevant herein, Defendants were required to properly compensate  
19 Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California  
20 Labor Code § 1194 and the applicable Wage Orders. The applicable Wage Orders require an  
21 employer to pay overtime wages when an employee's hours worked cross certain thresholds or  
22 meet certain criteria set forth in the applicable Wage Orders.

23 36. The foregoing policies and practices are unlawful and create entitlement to  
24 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime  
25 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of  
26 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, the applicable Wage  
27 Orders, and Code of Civil Procedure § 1021.5.

## 28 **THIRD CAUSE OF ACTION**

**MEAL PERIOD VIOLATIONS  
(AGAINST ALL DEFENDANTS)**

37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the applicable Wage Orders. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

39. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, the applicable Wage Orders, and Civil Code §§ 3287(b) and 3289.

#### FOURTH CAUSE OF ACTION

## REST PERIOD VIOLATIONS

**(AGAINST ALL DEFENDANTS)**

40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

41. The applicable Wage Orders and California Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

42. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all legally compliant rest periods.

43. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289.

**FIFTH CAUSE OF ACTION**  
**WAITING TIME PENALTIES**  
**(AGAINST ALL DEFENDANTS)**

44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

46. Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and meal and rest period premium wages. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

47. Defendants' willful failure to timely pay Plaintiffs and the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

**SIXTH CAUSE OF ACTION**  
**WAGE STATEMENT VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

48. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs  
2 and the Wage Statement Class with complete and accurate wage statements reflecting the meal &  
3 rest period premiums in violation of Labor Code § 226 et seq.

4 50. Defendants' failures in furnishing Plaintiffs and the Wage Statement Class with  
5 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,  
6 among other things, the non-payment of all minimum and overtime wages, meal and rest period  
7 premium wages, and deprived them of the information necessary to identify the discrepancies in  
8 Defendants' reported data.

9 51. Defendants' failures create an entitlement to recovery by Plaintiffs and the Wage  
10 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226  
11 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit  
12 according to California Labor Code § 226 et seq.

13 **SEVENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

16 52. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

17 53. Defendants have engaged and continue to engage in unfair and/or unlawful  
18 business practices in California in violation of California Business and Professions Code § 17200  
19 et seq., by failing to pay Plaintiffs and the Classes all minimum and overtime wages, failing to  
20 provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to  
21 furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiffs and  
22 members of the Waiting Time class all final wages due upon separation of employment.

23 54. Defendants' utilization of these unfair and/or unlawful business practices deprived  
24 Plaintiffs and continues to deprive members of the Classes of compensation to which they are  
25 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage  
26 over Defendants' competitors who have been and/or are currently employing workers and  
27 attempting to do so in honest compliance with applicable wage and hour laws.

28 55. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct

1 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full  
2 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,  
3 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203  
4 and 17208.

5 56. The acts complained of herein occurred within the last four years immediately  
6 preceding the filing of the Complaint in this action.

7 57. Plaintiffs are compelled to retain the services of counsel to file this court action to  
8 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf  
9 of Defendants' current non-exempt employees, and to enforce important rights affecting the  
10 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,  
11 which they are entitled to recover under Code of Civil Procedure § 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

14 **(AGAINST ALL DEFENDANTS)**

15 58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

16 59. At all relevant times herein, Defendants were subject to Labor Code § 2802, which  
17 states that "an employer shall indemnify his or her employees for all necessary expenditures or  
18 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of  
19 his or her obedience to the directions of the employer..."

20 60. Due to Defendants' unlawful policy and practice of requiring employees to  
21 purchase work hats in the performance of their job duties, Defendants have violated Labor Code  
22 § 2802.

23 61. Plaintiffs and the members of the Employee Expense Class are entitled to  
24 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

25 62. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of  
26 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,  
27 Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue  
28 from the date on which they incurred the initial necessary expenditure.

**NINTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
**(AGAINST ALL DEFENDANTS)**

63. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though fully set forth herein.

64. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, each an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

- 1 c. Failing to authorize and permit all legally required rest periods, and failure to  
2 pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other  
3 aggrieved employees at the regular rate of compensation in violation of Labor  
4 Code §§ 226.7, 516, and 558;
- 5 d. Failing to provide all legally required meal periods, and failure to pay meal  
6 period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved  
7 employees at the regular rate of compensation in violation of Labor Code §§  
8 226.7, 512, and 1198;
- 9 e. Failing to reimburse Plaintiffs, the Employee Expense Class and other  
10 aggrieved employees for necessary business expenditures incurred by  
11 Plaintiffs, the Employee Expense Class and other aggrieved employees in  
12 violation of Labor Code §§ 2800, 2802 and 2804;
- 13 f. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved  
14 employees with complete, accurate, itemized wage statements in violation of  
15 Labor Code § 226;
- 16 g. Failing to timely pay all final wages and compensation earned by Plaintiffs, the  
17 Waiting Time Class, and other aggrieved employees at the time of separation  
18 in violation of Labor Code §§ 201, 202, and 203;
- 19 h. Failing to pay Plaintiffs and other aggrieved employees all earned wages at  
20 least twice during each calendar month in violation of Labor Code § 204;
- 21 i. Failing to permit and authorize Plaintiffs and other aggrieved employees to  
22 exercise the use of their accrued paid sick leave days in violation of Labor  
23 Code § 245.5, 246, and 248.5;
- 24 j. Failing to provide legally mandated disclosures and/or written notices  
25 regarding the terms of employment of Plaintiffs and other aggrieved  
26 employees in violation of Labor Code § 2810.5;
- 27 k. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved  
28 employees in violation of Labor Code §§ 1174 and 1198.

65. On July 18, 2024, Plaintiffs 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 Plaintiffs’ 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 64 (a)-(k). Now that sixty-five days have passed from Plaintiffs’ notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

66. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

### **PRAYER**

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and the applicable Wage Orders;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and the applicable Wage Orders;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and

special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

10. Upon the Seventh Cause of Action, for restitution to Plaintiffs of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;

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

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

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, and Code of Civil Procedure § 1021.5; and

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

Dated: November 24, 2025  
Respectfully submitted,  
STANSBURY BROWN LAW, PC

By: \_\_\_\_\_



Daniel J. Brown  
Kathleen Becket  
Attorneys for Plaintiffs

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

Dated: November 24, 2025

Respectfully submitted,  
STANSBURY BROWN LAW, PC



By: \_\_\_\_\_

Daniel J. Brown  
Kathleen Becket  
Attorneys for Plaintiffs

**PROOF OF SERVICE**

STATE OF CALIFORNIA                    )  
                                                          )       ss.  
COUNTY OF LOS ANGELES            )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On December 17, 2025, I served the document listed below on the parties in this action as follows:

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

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

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

Executed on December 17, 2025, at South Gate, CA.

*Laura Romero*

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Laura Romero

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