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DAVID BIRRUETA RAMOS

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

DAVID BIRRUETA RAMOS and
LUCERO BARRAGAN ALDACO,
individually, and on behalf of other
members of the general public similarly
situated, and as an aggrieved employees
and Private Attorney General;

Plaintiff,

v.

ALI & OBAID MARKETING, INC., a
California corporation d/b/a SHAFTER
APPLE MARKET; A&S GROCERS
INC., a California corporation d/b/a
PORTERVILLE APPLE MARKET;
APPLE SUPERMARKETS INC., a
California corporation d/b/a WASCO
APPLE MARKET; and DOES 1 through
100, inclusive;

Defendants.

Case No. BCV-24-103159

*Assigned for All Purposes to:
Hon. Bernard C. Barmann, Jr.
Bakersfield Division H*

**SECOND AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1194.2, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of California Labor Code §§ 226(a) and 246(i) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code §§ 2800

1 and 2802 (Unreimbursed Business
2 Expenses);
3 (9) Violation of California Business &
4 Professions Code §§ 17200, *et seq.*
5 (10) Violation of California Labor Code §§
6 2699, *et seq.* (Private Attorneys General Act)

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff DAVID BIRRUETA RAMOS ("Plaintiff Ramos") and LUCERO BARRAGAN
9 ALDACO ("Plaintiff Aldaco", and collectively with Plaintiff Ramos, "Plaintiffs"), individually, and
10 on behalf of other members of the general public similarly situated, and as a private attorney general,
11 based upon facts that either have evidentiary support or are likely to have evidentiary support after
12 a reasonable opportunity for further investigation and discovery, alleges as follows:

13 **JURISDICTION AND VENUE**

14 1. Plaintiffs bring this action against Defendants (i) ALI & OBAID MARKETING,
15 INC., a California corporation doing business as SHAFTER APPLE MARKET; (ii) A&S
16 GROCERS INC., a California corporation doing business as PORTERVILLE APPLE MARKET;
17 (iii) APPLE SUPERMARKETS INC., a California corporation doing business as WASCO APPLE
18 MARKET; and (iv) DOES THROUGH 100 (hereinafter also collectively referred to as
19 "Defendants") for California Labor Code violations, unfair business practices, and civil penalties
20 stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods,
21 failure to authorize and permit rest periods, failure to pay minimum wages, failure to timely pay
22 wages during and after employment, failure to provide accurate wage statements, failure to maintain
23 accurate time and payroll records, and failure to reimburse necessary business-related expenses.

24 2. Plaintiffs' First through Ninth Causes of Action are brought as a class action on behalf
25 of themselves and similarly situated current and former employees of Defendants (hereinafter
26 collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph 16,
27 below) pursuant to California Code of Civil Procedure section 382. The monetary damages and
28 restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will
be established according to proof at trial.

1 that owns and operates and does business as SHAFTER APPLE MARKET, and at all times herein
2 mentioned, was and is, an employer whose employees are engaged throughout the State of
3 California, including the County of Kern.

4 10. Defendant APPLE SUPERMARKETS INC., at all times herein mentioned, was and
5 is, upon information and belief, a California corporation headquartered in the State of California that
6 owns and operates and does business as WASCO APPLE MARKET, and at all times herein
7 mentioned, was and is, an employer whose employees are engaged throughout the State of
8 California, including the County of Kern.

9 11. Defendant A&S GROCERS INC., at all times herein mentioned, was and is, upon
10 information and belief, a California corporation headquartered in the State of California that owns
11 and operates and does business as PORTERVILLE APPLE MARKET, and at all times herein
12 mentioned, was and is, an employer whose employees are engaged throughout the State of
13 California, including the County of Tulare.

14 12. At all relevant times, Defendants ALI & OBAID MARKETING, INC., doing
15 business as SHAFTER APPLE MARKET, A&S GROCERS INC., doing business as
16 PORTERVILLE APPLE MARKET, APPLE SUPERMARKETS INC., doing business as WASCO
17 APPLE MARKET, and DOES 1 through 100, were the “employer” of Plaintiffs within the meaning
18 of all applicable California laws and statutes, including the California Labor Code and Industrial
19 Welfare Commission Wage Orders ("Wage Orders").

20 13. At all times herein relevant, Defendants ALI & OBAID MARKETING, INC., doing
21 business as SHAFTER APPLE MARKET, A&S GROCERS INC., doing business as
22 PORTERVILLE APPLE MARKET, APPLE SUPERMARKETS INC., doing business as WASCO
23 APPLE MARKET, and DOES 1 through 100, and each of them, were the agents, partners, joint
24 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
25 conspirators and assigns, each of the other, and at all times relevant hereto were acting within the
26 course and scope of their authority as such agents, partners, joint venturers, joint employers,
27 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and all acts
28 or omissions alleged herein were duly committed with the ratification, knowledge, permission,

1 encouragement, authorization, and consent of each defendant designated herein.

2 14. At all times herein relevant, Defendants ALI & OBAID MARKETING, INC., doing
3 business as SHAFTER APPLE MARKET, A&S GROCERS INC., doing business as
4 PORTERVILLE APPLE MARKET, APPLE SUPERMARKETS INC., doing business as WASCO
5 APPLE MARKET, and DOES 1 through 100, and each of them, were all under the common
6 ownership of Fisel Kaid Obaid, an individual, all have the same registered agent for service of
7 process, and upon information and belief, all had the same or similar policies and all engaged in the
8 same or similar unlawful labor and employment practices.

9 15. The true names and capacities, whether corporate, associate, individual or otherwise,
10 of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue said defendants
11 by such fictitious names. Plaintiffs are informed and believe, and based on that information and
12 belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events
13 and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to
14 Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of
15 court to amend this Complaint to show the true names and capacities when the same have been
16 ascertained. Defendants ALI & OBAID MARKETING, INC., doing business as SHAFTER APPLE
17 MARKET; A&S GROCERS INC., doing business as PORTERVILLE APPLE MARKET; APPLE
18 SUPERMARKETS INC., doing business as WASCO APPLE MARKET; and DOES 1 through 100
19 will hereinafter collectively be referred to as "Defendants."

20 16. Plaintiffs further allege that Defendants operated as a common integrated enterprise
21 and directly or indirectly controlled or affected the working conditions, wages, working hours, and
22 conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees so as to make each
23 of said Defendants and employers jointly liable under the statutory provisions set forth herein.

24 **CLASS ACTION ALLEGATIONS**

25 17. Plaintiffs bring the First through Ninth Causes of Action as a class action on their
26 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
27 seeks class certification under Code of Civil Procedure section 382.

28 18. The proposed class is defined as follows: All current and former non-exempt

1 employees of any of the Defendants within the State of California at any time commencing four (4)
2 years preceding the filing of Plaintiff's Complaint up until the time that notice of the certified class
3 action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

4 19. Plaintiffs reserve the right to establish other subclasses as appropriate.

5 20. The Class is ascertainable and there is a well-defined community of interest in the
6 litigation:

7 a. Numerosity: The Class Members are so numerous that joinder of all Class
8 Members is impracticable. The membership of the entire Class is unknown to
9 Plaintiffs at this time; however, the Class is estimated to be over fifty (50)
10 individuals and the identity of such membership is readily ascertainable by
11 inspection of Defendants' employment records.

12 b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated
13 herein. Plaintiffs will fairly and adequately protect the interests of the other Class
14 Members with whom they have a well-defined community of interest.

15 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class
16 Member, with whom they have a well-defined community of interest and
17 typicality of claims, as demonstrated herein. Plaintiffs have no interest that is
18 antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class
19 counsel, are versed in the rules governing class action discovery, certification,
20 and settlement. Plaintiffs have incurred, and during the pendency of this action
21 will continue to incur, costs and attorneys fees that have been, are, and will be
22 necessarily expended for the prosecution of this action for the substantial benefit
23 of each Class Member.

24 d. Superiority: A class action is superior to other available methods for the fair and
25 efficient adjudication of this litigation because individual joinder of all Class
26 Members is impractical.

27 e. Public Policy Considerations: Certification of this lawsuit as a class action will
28 advance public policy objectives. Employers of this great state violate

1 employment and labor laws every day. Current employees are often afraid to
2 assert their rights out of fear of direct or indirect retaliation. However, class
3 actions provide the Class Members who are not named in the Complaint
4 anonymity that allows for the vindication of their rights.

5 21. There are common questions of law and fact as to the Class that predominate over
6 questions affecting only individual members. The following common questions of law or fact,
7 among others, exist as to the members of the Class:

- 8 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
9 accordance with the California Labor Code was willful;
- 10 b. Whether Defendants had a corporate policy and practice of failing to pay
11 Plaintiffs and the other Class Members for all hours worked, and missed, short,
12 late or interrupted meal periods and rest breaks in violation of California law;
- 13 c. Whether Defendants required Plaintiffs and the other Class Members to work
14 more than eight (8) hours per day and/or more than forty (40) hours per week and
15 failed to pay the legally required overtime compensation to Plaintiffs and the
16 other Class Members;
- 17 d. Whether Defendants deprived Plaintiffs and the other Class Members of meal
18 and/or rest periods or required Plaintiffs and the other Class Members to work
19 during meal and/or rest periods without compensation;
- 20 e. Whether Defendants failed to pay meal period premium wages to Class Members
21 when they were not provided with a legally compliant meal period;
- 22 f. Whether Defendants failed to pay rest period premium wages to Class Members
23 when they were not authorized and permitted to take legally compliant rest
24 periods;
- 25 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other
26 Class Members for all hours worked;
- 27 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
28 required minimum wage pursuant to California law;

- i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper overtime compensation pursuant to California law;
- j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class Members within the time required upon their discharge or resignation from employment;
- k. Whether Defendants failed to reimburse Plaintiffs and the other Class Members for all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802;
- l. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other Class Members during their employment;
- m. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226 and/or 246;
- n. Whether Defendants' conduct was with malice, fraud or oppression;
- o. Whether Defendants' conduct was willful or reckless;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. based on their failures to comply with the California Labor Code;
- q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- r. Whether Plaintiffs and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

22. Defendants commonly own and operate no less than three (3) separate grocery stores, all known as “Apple Market,” in Shafter, Wasco, and Porterville, California.

23. On or about March 18, 2022, Defendants hired Plaintiff Ramos to work as a Cook at an Apple Market grocery store located in Shafter, California. Plaintiff Ramos later transitioned to the role of Produce Packer at the same location. Upon information and belief, Defendants falsified Plaintiff Ramos’ (limited) employment records, including his job application, to falsely indicate that

1 Plaintiff Ramos began working for Defendants on January 12, 2023. However, Plaintiff Ramos
2 began working full-time for Defendants on or about March 18, 2022, and consistently worked for
3 Defendants, without interruption, until on or about February 14, 2024.

4 24. Plaintiff Aldaco worked for Defendants from August 2024 through February 2026,
5 as a Clerk in an Apple Market grocery store located in Porterville, California.

6 25. During the relevant time period set forth herein, Defendants, jointly and severally,
7 employed Plaintiffs, the Class, and the Aggrieved Employees as hourly-paid, non-exempt employees
8 within the State of California.

9 26. Throughout the time period involved in this case, Defendants had the authority to hire
10 and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly set work
11 rules, working conditions, wages, working hours, and conditions governing the employment of
12 Plaintiffs, the Class, and the Aggrieved Employees; to supervise the daily employment activities of
13 Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
14 Plaintiffs, the Class, and the Aggrieved Employees.

15 27. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs,
16 the Class, and the Aggrieved Employees' employment for them to be joint employers of Plaintiffs,
17 the Class, and the Aggrieved Employees.

18 28. Defendants directly hired and paid wages and benefits to Plaintiffs, the Class, and the
19 Aggrieved Employees.

20 29. Defendants continue to employ hourly-paid or non-exempt employees within the
21 State of California.

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

24 31. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in an
25 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees.
26 As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiffs, the
27 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to
28 pay them for all hours worked, including minimum and overtime wages. Defendants also paid

1 Plaintiffs, the Class, and the Aggrieved Employees in cash and off-the-books. Moreover,
2 Defendants implemented time rounding practices that resulted in the systematic underpayment of
3 wages to Plaintiffs, the Class, and the Aggrieved Employees, including minimum and overtime
4 wages. Defendants also implemented policies that prohibited Plaintiffs, the Class, and the Aggrieved
5 Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiffs,
6 the Class, and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed
7 to permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free meal
8 periods and rest periods in violation of California law. Defendants also failed to reimburse Plaintiffs,
9 the Class, and the Aggrieved Employees for all necessary business-related expenses.

10 32. Throughout the time period involved in this case, Defendants have implemented
11 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees
12 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class,
13 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
14 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods, regularly
15 failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable opportunity to take
16 their meal periods, and regularly impeded or discouraged Plaintiffs, the Class, and the Aggrieved
17 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their
18 fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later
19 than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to
20 maintain accurate records of meal periods taken by Plaintiffs, the Class, and the Aggrieved
21 Employees.

22 33. Throughout the time period involved in this case, Defendants did not adequately
23 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods under
24 California law. Moreover, Defendants systematically disregarded their own written policies
25 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved
26 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
27 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
28 periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through their

1 meal periods, for which they were not compensated.

2 34. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
3 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
4 interrupted, or shortened in violation of California law. Defendants knew or should have known that
5 Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all meal periods or
6 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,
7 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
8 provide legally compliant meal periods to Plaintiffs, the Class, and the Aggrieved Employees, and
9 routinely failed to pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved
10 Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

11 35. Throughout the time period involved in this case, Defendants have implemented
12 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
13 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
14 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
15 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted,
16 off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith
17 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

18 36. Throughout the time period involved in this case, Defendants did not adequately
19 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under
20 California law. Moreover, Defendants systematically disregarded their own written policies
21 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
22 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
23 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-
24 free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees to work
25 through their rest periods.

26 37. Throughout the time period involved in this case, Defendants failed to pay Plaintiffs,
27 the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
28 interrupted, or shortened in violation of California law. Defendants knew or should have known that

1 Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all rest periods or
2 payment of one additional hour of pay at their regular rate of pay when a rest period was missed,
3 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
4 authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-free rest
5 periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the Aggrieved
6 Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

7 38. Throughout the time period involved in this case, Defendants regularly require
8 Plaintiffs, the Class, and the Aggrieved Employees to perform work off the clock. Although
9 Defendants prohibited overtime Defendants still regularly required that Plaintiffs, the Class, and the
10 Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class, and the
11 Aggrieved Employees were regularly required to perform work off the clock for which they were
12 not compensated.

13 39. Throughout the time period involved in this case, Defendants employed a time
14 rounding policy that was not neutral and designed to consistently round time in Defendants' favor
15 ensuring that Plaintiffs, the Class, and the Aggrieved Employees were oftentimes not paid for all
16 time worked.

17 40. Throughout the time period involved in this case, Defendants implemented policies
18 that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the
19 actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees
20 all wages owed.

21 41. Throughout the time period involved in this case, Plaintiffs, the Class, and the
22 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

23 42. Throughout the time period involved in this case, Defendants regularly failed to pay
24 all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when they
25 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
26 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single
27 work week. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
28 Employees were entitled to receive certain wages for overtime compensation and that they were not

1 receiving wages for overtime compensation.

2 43. Throughout the time period involved in this case, Defendants failed to pay overtime
3 to Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked based on regular
4 rates of pay correctly calculated to include all applicable remuneration.

5 44. Throughout the time period involved in this case, Defendants regularly failed to pay
6 Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
7 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees
8 were entitled to receive at least minimum wages for all hours worked and that they were not receiving
9 at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included,
10 *inter alia*, failing to pay Plaintiffs, the Class, and the Aggrieved Employees at the required minimum
11 wage pursuant to California law, requiring Plaintiffs, the Class, and the Aggrieved Employees to
12 perform work off the clock, and implementing time rounding policies that resulted in the systematic
13 underpayment of wages to Plaintiffs, the Class, and the Aggrieved Employees.

14 45. Throughout the time period involved in this case, Defendants regularly failed to pay
15 Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
16 resignation. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
17 Employees were entitled to receive all wages owed to them upon termination within the time
18 permissible under California Labor Code section 202.

19 46. Plaintiffs, the Class, and the Aggrieved Employees did not receive payment of all
20 final wages owed to them upon discharge or resignation, including overtime compensation and
21 minimum wages within any time permissible under California Labor Code section 202.

22 47. Throughout the time period involved in this case, Defendants regularly failed to pay
23 Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible under
24 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
25 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
26 wages owed to them during their employment. Plaintiffs, the Class, and the Aggrieved Employees
27 did not receive payment of all wages, including overtime compensation, minimum wages, meal and
28 rest period premiums.

1 48. Throughout the time period involved in this case, Defendants regularly failed to
2 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved Employees.
3 Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved Employees
4 were entitled to receive complete and accurate wage statements in accordance with California law,
5 but, in fact, they did not receive complete and accurate wage statements from Defendants. The
6 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual
7 gross wages earned, and the correct rates of pay.

8 49. Throughout the time period involved in this case, Defendants regularly failed to keep
9 complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
10 Defendants knew or should have known that Defendants were required to keep complete and
11 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance with
12 California law, but, in fact, did not keep complete and accurate payroll records.

13 50. Throughout the time period involved in this case, Defendants regularly failed to
14 maintain accurate records relating to Plaintiffs, the Class, and the Aggrieved Employees' work
15 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

16 51. Throughout the time period involved in this case, Defendants failed to reimburse
17 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,
18 including but not limited to safety shoes, uniforms, and work belts. Defendants knew or should have
19 known that Defendants were required to reimburse Plaintiffs, the Class, and the Aggrieved
20 Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in
21 violation of California law.

22 52. Throughout the time period involved in this case, Defendants knew or should have
23 known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees
24 pursuant to California law. Defendants had the financial ability to pay such compensation, but
25 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the Class,
26 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
27 Defendants' profits.

28 53. California Labor Code section 218 states that nothing in Article I of the Labor Code

1 shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or
2 her] under this article.”

3 **FIRST CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 510 and 1198)**

5 **(Against All Defendants)**

6 54. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through
7 53, and each and every part thereof with the same force and effect as though fully set forth herein.

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

12 56. Specifically, the applicable IWC Wage Order provides that Defendants are and were
13 required to pay Plaintiffs and the other class members employed by Defendants, who work(ed) more
14 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
15 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
16 workweek.

17 57. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiffs and the other class members overtime compensation at a rate of two times
19 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 58. California Labor Code section 510 codifies the right to overtime compensation at
21 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day
22 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and
23 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
24 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 59. During the relevant time period set forth herein, Plaintiffs and the other class
26 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

27 60. During the relevant time period set forth herein, Defendants intentionally and
28 willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

61. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

62. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against All Defendants)

63. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

64. During the relevant time period set forth herein, the IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

65. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

66. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

67. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be

1 waived by mutual consent of the employer and the employee only if the first meal period was not
2 waived.

3 68. During the relevant time period set forth herein, Plaintiffs and the other class
4 members who were scheduled to work for a period of time no longer than six (6) hours, and who did
5 not waive their legally-mandated meal periods by mutual consent, were required to work for periods
6 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
7 and/or without a rest period.

8 69. During the relevant time period set forth herein, Plaintiffs and the other class
9 members who were scheduled to work for a period of time no longer than twelve (12) hours, and
10 who did not waive their legally-mandated meal periods by mutual consent, were required to work
11 for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty
12 (30) minutes and/or without a rest period.

13 70. During the relevant time period set forth herein, Plaintiffs and the other class
14 members who were scheduled to work for a period of time in excess of six (6) hours were required
15 to work for periods longer than five (5) hours without an uninterrupted meal period of not less than
16 thirty (30) minutes and/or without a rest period.

17 71. During the relevant time period set forth herein, Plaintiffs and the other class
18 members who were scheduled to work for a period of time in excess of twelve (12) hours were
19 required to work for periods longer than ten (10) hours without an uninterrupted meal period of not
20 less than thirty (30) minutes and/or without a rest period.

21 72. During the relevant time period set forth herein, Defendants intentionally and
22 willfully required Plaintiffs and the other class members to work during meal periods and failed to
23 compensate Plaintiffs and the other class members the full meal period premium for work performed
24 during meal periods.

25 73. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs
26 and the other class members the full meal period premium due pursuant to California Labor Code
27 section 226.7.

28 74. Defendants' conduct violates the applicable IWC Wage Order and California Labor

1 Code sections 226.7 and 512(a).

2 75. Pursuant to the applicable IWC Wage Order and California Labor Code section
3 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
4 additional hour of pay at the employee's regular rate of compensation for each workday that the
5 meal period was not provided.

6 **THIRD CAUSE OF ACTION**

7 **(Violation of California Labor Code § 226.7)**

8 **(Against All Defendants)**

9 76. Plaintiffs incorporates by reference the allegations contained in Paragraphs 1 through
10 75, and each and every part thereof with the same force and effect as though fully set forth herein.

11 77. During the relevant time period set forth herein, the applicable IWC Wage Order and
12 California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'
13 employment by Defendants.

14 78. During the relevant time period set forth herein, California Labor Code section 226.7
15 provides that no employer shall require an employee to work during any rest period mandated by an
16 applicable order of the California IWC.

17 79. During the relevant time period set forth herein, the applicable IWC Wage Order
18 provides that "[e]very employer shall authorize and permit all employees to take rest periods, which
19 insofar as practicable shall be in the middle of each work period" and that the "rest period time shall
20 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
21 hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½)
22 hours.

23 80. During the relevant time period set forth herein, Defendants required Plaintiffs and
24 the other class members to work four (4) or more hours without authorizing or permitting a ten (10)
25 minute rest period per each four (4) hour period worked.

26 81. During the relevant time period set forth herein, Defendants willfully required
27 Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and
28 the other class members the full rest period premium for work performed during rest periods.

1 82. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs
2 and the other class members the full rest period premium due pursuant to California Labor Code
3 section 226.7.

4 83. Defendants' conduct violates applicable IWC Wage Orders and California Labor
5 Code section 226.7.

6 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
7 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
8 additional hour of pay at the employee's regular hourly rate of compensation for each workday that
9 the rest period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 1194, 1194.2, 1197, and 1197.1)**

12 **(Against All Defendants)**

13 85. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through
14 84, and each and every part thereof with the same force and effect as though fully set forth herein.

15 86. During the relevant time period set forth herein, California Labor Code sections 1194
16 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
17 than the minimum so fixed, is unlawful.

18 87. During the relevant time period set forth herein, Defendants failed to pay minimum
19 wages to Plaintiffs and the other class members as required, pursuant to California Labor Code
20 sections 1194 and 1197.

21 88. Defendants' failure to pay Plaintiffs and the other class members the minimum wage
22 as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections,
23 Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage
24 compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount
25 equal to the wages unlawfully unpaid and interest thereon.

26 89. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
27 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
28 unpaid and interest thereon.

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201, 202, and 203)**

3 **(Against All Defendants)**

4 90. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through
5 89, and each and every part thereof with the same force and effect as though fully set forth herein.

6 91. During the relevant time period set forth herein, California Labor Code sections 201
7 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
8 time of discharge are due and payable immediately, and if an employee quits their employment, their
9 wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the
10 employee has given seventy-two (72) hours' notice of their intention to quit, in which case the
11 employee is entitled to their wages at the time of quitting.

12 92. During the relevant time period set forth herein, Defendants intentionally and
13 willfully failed to pay Plaintiffs and the other class members who are no longer employed by
14 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
15 Defendants' employ.

16 93. Defendants' failure to pay Plaintiffs and the other class members who are no longer
17 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
18 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

19 94. California Labor Code section 203 provides that if an employer willfully fails to pay
20 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
21 as a penalty from the due date thereof at the same rate until paid or until an action is commenced;
22 but the wages shall not continue for more than thirty (30) days.

23 95. Plaintiffs and the other class members are entitled to recover from Defendants the
24 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
25 provided by Labor Code section 203.

26 **SIXTH CAUSE OF ACTION**

27 **(Violation of Labor Code §§ 204 and 210)**

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(Against All Defendants)

96. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

101. Plaintiffs and other Class Members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a) and 246(i))

(Against All Defendants)

102. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 101, and each and every part thereof with the same force and effect as though fully set forth herein.

103. During the relevant time period set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number

1 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
2 (4) all deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
4 which the employee is paid, (7) the name of the employee and only the last four digits of their social
5 security number or an employee identification number other than a social security number, (8) the
6 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
7 during the pay period and the corresponding number of hours worked at each hourly rate by the
8 employee. The deductions made from payments of wages shall be recorded in ink or other indelible
9 form, properly dated, showing the month, day, and year, and a copy of the statement and the record
10 of the deductions shall be kept on file by the employer for at least three years at the place of
11 employment or at a central location within the State of California.

12 104. Defendants have intentionally and willfully failed to provide Plaintiffs and the other
13 class members with complete and accurate wage statements. The deficiencies include but are not
14 limited to: the failure to include the total number of hours worked by Plaintiffs and other class
15 members.

16 105. As a result of Defendants' violation of California Labor Code section 226(a),
17 Plaintiffs and the other class members have suffered injury and damage to their statutorily protected
18 rights.

19 106. More specifically, Plaintiffs and the other class members have been injured by
20 Defendants' intentional and willful violation of California Labor Code section 226(a) because they
21 were denied both their legal right to receive, and their protected interest in receiving, accurate and
22 itemized wage statements pursuant to California Labor Code section 226(a).

23 107. Plaintiffs and the other class members are entitled to recover from Defendants the
24 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
25 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

26 108. Plaintiffs and the other class members are also entitled to injunctive relief to ensure
27 compliance with this section, pursuant to California Labor Code section 226(h).
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EIGHTH CAUSE OF ACTION

1 **(Violation of California Labor Code §§ 2800 and 2802)**

2 **(Against All Defendants)**

3 109. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through
4 108, and each and every part thereof with the same force and effect as though fully set forth herein.

5 110. Pursuant to California Labor Code sections 2800 and 2802, an employer must
6 reimburse its employee for all necessary expenditures incurred by the employee in direct
7 consequence of the discharge of their job duties or in direct consequence of their obedience to the
8 directions of the employer.

9 111. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
10 other class members for all necessary business-related expenses and costs. Plaintiffs and the other
11 class members are entitled to recover from Defendants their business-related expenses and costs
12 incurred during the course and scope of their employment, plus interest accrued from the date on
13 which the employee incurred the necessary expenditures at the same rate as judgments in civil
14 actions in the State of California.

15 **NINTH CAUSE OF ACTION**

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

17 **(Against All Defendants)**

18 112. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through
19 111, and each and every part thereof with the same force and effect as though fully set forth herein.

20 113. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful
21 and harmful to Plaintiff, the other class members, the general public, and Defendants' competitors.
22 Accordingly, Plaintiffs seeks to enforce important rights affecting the public interest within the
23 meaning of Code of Civil Procedure section 1021.5.

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

27 115. A violation of California Business & Professions Code sections 17200, *et seq.*, may
28 be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and

1 practice of requiring Plaintiffs and the other class members work overtime hours without paying
2 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
3 Defendants' policy and practice of requiring Plaintiffs and the other class members to work through
4 their meal and rest periods without paying them proper compensation violate California Labor Code
5 sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages
6 to Plaintiffs and the other class members violate California Labor Code sections 201 and 202.
7 Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

8 116. As a result of the herein described violations of California law, Defendants
9 unlawfully gained an unfair advantage over other businesses.

10 117. Plaintiffs and the other class members have been personally injured by Defendants'
11 unlawful business acts and practices as alleged herein, including but not necessarily limited to the
12 loss of money and/or property.

13 118. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs
14 and the other class members are entitled to restitution of the wages withheld and retained by
15 Defendants during a period that commences four years prior to the filing of this Complaint; an award
16 of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
17 laws; and an award of costs.

18 **TENTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 2699, *et seq.*)**

20 **(Against All Defendants)**

21 119. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through
22 118, and each and every part thereof with the same force and effect as though fully set forth herein.

23 120. Plaintiffs bring their tenth cause of action as a representative action on behalf of
24 themselves and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
25 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

26 121. PAGA specifically provides for a private right of action to recover civil penalties for
27 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
28 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce

1 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
2 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
3 brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

5 122. Plaintiffs were employed by Defendants and the Labor Code violations alleged above
6 were committed against each of them during their time of employment. Plaintiffs are therefore,
7 “aggrieved employees” under PAGA.

8 123. As set forth in detail above, during all times relevant to this Action, Defendants have
9 routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor Codes
10 by:

- 11 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
12 compensation in violation of Labor Code §§ 1194 and 1198, *et seq.*;
- 13 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
14 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198, *et seq.*;
- 15 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
16 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an
17 additional hour of premium pay for meal period violations in violation of Labor
18 Code §§ 226.7 and 512;
- 19 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees
20 to take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved
21 Employees an additional hour of premium pay for rest period violations in
22 violation of Labor Code §§ 226.7 and 512;
- 23 e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end
24 of their employment in violation of Labor Code § 203;
- 25 f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed
26 during employment in violation of Labor Code § 204;
- 27 g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete,
28 accurate, itemized wage statements in violation of Labor Code § 226;

- 1 h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved
2 Employees' work periods, meal periods, total daily hours, hours per pay period,
3 total wages and compensation, and applicable pay rates in violation of Labor
4 Code § 1174(d) and the applicable IWC Wage Order;
- 5 i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary
6 business-related expenses in violation of Labor Code §§ 2800 and 2802;

7 124. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually
8 and on behalf of the Aggrieved Employees and the State of California, request and are entitled to
9 recover penalties against Defendants for the Labor Code violations described above, including but
10 not limited to penalties under California Code of Regulations Title 8 sections 11050 and 11070,
11 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and
12 1197.1, and any and all additional penalties and sums as provided by the California Labor Code
13 and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be
14 shown according to proof at trial.

15 125. Plaintiffs have exhausted his administrative remedies pursuant to Labor Code §
16 2699.3. On September 17, 2024, Plaintiff Ramos, through his counsel of record, by online filing
17 with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the
18 Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and
19 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
20 violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiffs also
21 paid the filing fee required under Labor Code § 2699.3. As of the filing of the First Amended
22 Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff's September
23 17, 2024 notice, and the Labor and Workforce Development Agency has not indicated that it intends
24 to investigate the violations discussed in the notice. Thereafter, on February 18, 2026, Plaintiffs filed
25 an Amended PAGA Notice, which relates back to the filing of the September 17, 2024 PAGA
26 Notice, to include Plaintiff Aldaco's allegations. Accordingly, Plaintiffs may commence a civil
27 action to recover penalties for themselves and other Aggrieved Employees pursuant to Labor Code
28 § 2699.3.

1 126. Plaintiffs were compelled to retain the services of counsel to file this court action to
2 protect their interests and those of the Aggrieved Employees, and to assess and collect the civil
3 penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees and
4 costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

5 127. Plaintiffs are and were permitted to amend his original pleading as a matter of right
6 pursuant to California Labor Code § 2699.3, as this Second Amended Complaint has been filed
7 within sixty (60) days of the time periods specified in Labor Code § 2699.3.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs, individually, and on behalf of other members of the general public similarly
10 situated, and as private attorney general, request a trial by jury.

11 ///

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
14 public similarly situated, and as private attorney general, pray for relief and judgment against
15 Defendants, jointly and severally, as follows:

16 **CLASS CERTIFICATION**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiffs be appointed as representatives of the Class;
19 3. That counsel for Plaintiffs be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most current
21 contact information (address, e-mail and telephone numbers) of all class members.

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California Labor
24 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
25 wages due to Plaintiffs and the other class members;

- 26 6. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

- 28 7. For pre-judgment interest on any unpaid overtime compensation commencing from

1 the date such amounts were due;

2 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
3 Labor Code section 1194; and

4 9. For such other and further relief as the court may deem just and proper.

5 **As to the Second Cause of Action**

6 10. That the Court declare, adjudge and decree that Defendants violated California Labor
7 Code sections 226.7 and 512(a) and applicable IWC Wage Orders by willfully failing to provide all
8 meal periods (including second meal periods) to Plaintiffs and the other class members;

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

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

13 13. For premium wages pursuant to California Labor Code section 226.7(c);

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

15 15. For reasonable attorneys' fees and costs of suit incurred herein; and

16 16. For such other and further relief as the court may deem just and proper.

17 **As to the Third Cause of Action**

18 17. That the Court declare, adjudge and decree that Defendants violated California Labor
19 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods
20 to Plaintiffs and the other class members;

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

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

25 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

27 and

28 22. For such other and further relief as the court may deem just and proper.

1 36. For such other and further relief as the Court deems just and proper.

2 **As to the Seventh Cause of Action**

3 37. That the Court declare, adjudge and decree that Defendants violated the record
4 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to
5 Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage
6 statements thereto;

7 38. For actual, consequential and incidental losses and damages, according to proof;

8 39. For statutory penalties pursuant to California Labor Code section 226(e);

9 40. For injunctive relief to ensure compliance with this section, pursuant to California
10 Labor Code section 226(h); and

11 41. For such other and further relief as the court may deem just and proper.

12 **As to the Eighth Cause of Action**

13 42. That the Court declare, adjudge and decree that Defendants violated California Labor
14 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members
15 for all necessary business-related expenses as required by California Labor Code sections 2800 and
16 2802;

17 43. For actual, consequential and incidental losses and damages, according to proof;

18 44. For the imposition of civil penalties and/or statutory penalties;

19 45. For punitive damages and/or exemplary damages according to proof at trial;

20 46. For reasonable attorneys' fees and costs of suit incurred herein; and

21 47. For such other and further relief as the court may deem just and proper.

22 **As to the Ninth Cause of Action**

23 48. That the Court declare, adjudge and decree that Defendants violated California
24 Business & Professions Code sections 17200, *et seq.*, by failing to provide Plaintiffs and the other
25 class members all overtime compensation due to them, failing to provide all meal and rest periods
26 to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the
27 other class members, failing to pay Plaintiffs' and the other class members' wages timely as required
28 by California Labor Code sections 201 and 202.

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

50. 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 violation of California Business & Professions Code sections 17200, *et seq.*;

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

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

53. For such other and further relief as the court may deem just and proper.

As to the Tenth Cause of Action

54. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

55. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

56. For such other relief as the Court deems just and proper.

DATED: May 22, 2026

CALIFORNIA UNITED LAW GROUP, P.C.

By:

Gerardo J. Sosa

Attorneys for Plaintiffs

DAVID BIRRUETA RAMOS and LUCERO

BARRAGAN ALDACO

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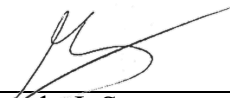
DEMAND FOR TRIAL BY JURY

Plaintiffs David Birrueta Ramos and Lucero Barragan Aldaco demand a trial by jury as to all causes of action triable by a jury.

DATED: May 22, 2026

CALIFORNIA UNITED LAW GROUP, P.C.

By: _____


Gerardo J. Sosa
Attorneys for Plaintiff
DAVID BIRRUETA RAMOS and LUCERO
BARRAGAN ALDACO