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E-FILED  
1/22/2025 4:43 PM  
Superior Court of California  
County of Fresno  
By: Shaina Cha, Deputy

8 **COURT OF CALIFORNIA**

9 **COUNTY OF FRESNO**

10 JONATHAN LOZANO, individually and on  
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 ARCHWAY ENTERPRISES, INC., and DOES  
15 1 to 100,

16 Defendants.  
17  
18

Case No. **25CECG00397**

**CLASS ACTION COMPLAINT**

1. **Failure to Provide Compliant Meal Breaks**
2. **Failure to Provide Complaint Rest Breaks**
3. **Failure to Pay All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Wage Statement Violation**
6. **Waiting Time Penalties**
7. **Violation of the Unfair Competition**
8. **Private Attorneys General Act**

19  
20 **PARTIES**

- 21 1. Plaintiff Jonathan Lozano ("Plaintiff") is a resident of Fresno County.
- 22 2. Defendant Archway Enterprises, Inc. ("Defendant") is a corporation with its principal place  
23 of business located in Fresno County.
- 24 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as Does 1  
25 to 100 and therefore uses fictitious names. Plaintiff will amend to insert the true names and  
26 capacities of the Doe Defendants when the information is obtained. Plaintiff is informed and  
27 believes, and based on such information and belief alleges, that each of the fictitiously named Doe  
28

1 Defendants has participated in some way in the wrongful acts and omissions alleged below, and are  
2 liable to Plaintiff. Defendant and Doe Defendants are collectively referred to as “Defendants”.

3  
4 **FACTUAL ALLEGATIONS**

5 4. Plaintiff was Defendants’ employee.

6 5. Defendants failed to provide Plaintiff and the Class with compliant meal breaks because  
7 meal breaks were interrupted by a General Manager or by other employees. Despite not being  
8 provided with compliant meal breaks, Defendant did not pay premium pay for missed breaks at the  
9 regular rate of pay.

10 6. Defendant failed to provide Plaintiff and the Class with compliant rest breaks because rest  
11 breaks were missed during closing shifts. Despite not being provided with compliant rest breaks,  
12 Defendant did not pay premium pay for these missed breaks at the regular rate of pay.

13 7. Defendants failed to pay Plaintiff and the Class for all hours worked because the General  
14 Manager would require Plaintiff and the Class to work 30-60 minutes off the clock after scheduled  
15 shifts to complete cleaning duties.

16 8. Defendants failed to pay Plaintiffs and the Class all overtime owed because Plaintiff and the  
17 Class usually worked more than 8 hours in a day and 40 hours in a week and did not receive  
18 commensurate overtime.

19 9. Defendants failed to provide Plaintiff and the Class with accurate wage statements because  
20 the wage statements issued to Plaintiff and the Class did not accurately list total wages owed and  
21 hours worked.

22 10. Due to Defendants’ failure to pay all wages due to Plaintiff and the Class during their  
23 employment, it follows that Defendant failed to pay all wages due at the conclusion of Plaintiff and  
24 the Class’s employment as well. Therefore, Defendants are liable to Plaintiff and the Class for  
25 waiting time penalties.

26 11. The applicable Wage Order provides that “all working employees shall be provided with  
27 suitable seats when the nature of the work reasonably permits the use of seats.” It further states that  
28 “when employees are not engaged in the active duties of their employment and the nature of the

1 work requires standing, an adequate number of suitable seats shall be placed in reasonable  
2 proximity to the work area and employees shall be permitted to use such seats when it does not  
3 interfere with the performance of their duties.”

4 12. Here, although job duties could have been performed while seated, Defendants failed to  
5 provide suitable seating. Furthermore, Plaintiff, the Class, and the Aggrieved Employees should  
6 have been provided with seats for use while not actively performing their work duties, but was not  
7 provided.

### 8 9 **PAGA ALLEGATIONS**

10 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides  
11 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
12 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil  
13 action brought by an aggrieved employee on behalf of himself or herself and other current or former  
14 employees pursuant to the procedures outlined in Labor Code section 2699.3.

15 14. On October 29, 2024, Plaintiff provided written notice by online filing to the LWDA and by  
16 certified mail to Defendants of the provisions of the Labor Code that were violated by Defendants,  
17 including the facts and theories to support the violations.

18 15. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written  
19 notice that it intends to investigate. Thus, Plaintiff now seeks PAGA Penalties on behalf of all  
20 Aggrieved Employees.

21 16. The Aggrieved Employees are defined as “All nonexempt, hourly employees, current and  
22 former, who were employed by Defendants within one year prior to October 29, 2024, through final  
23 disposition of this action.”

### 24 25 **CLASS ACTION ALLEGATIONS**

26 17. The Class Period is defined as “Four years prior to filing through the date of final  
27 disposition.”

28 18. The Class is defined as: “all current and former non-exempt employees of Defendants who

1 have worked in California at any time during the Class Period.”

2 19. The Waiting Time Subclass is defined as “all former non-exempt employees of Defendants  
3 who worked in California during the Class Period and who are no longer employed by Defendants.”

4 20. There is a well-defined community of interest in the litigation and the proposed class is  
5 ascertainable from Defendants’ employment records.

6 a. Numerosity: The potential members of the class as defined are so numerous that  
7 joinder of all class members is impracticable.

8 b. Commonality: This action involves common questions of law and fact to the class  
9 because the action focuses on Defendants’ systematic course of conduct with respect to  
10 violating the Labor Code and IWC Wage Orders.

11 c. Typicality: Plaintiff’s claims are typical of the claims of the class. Plaintiff was  
12 subjected to the same violations and seeks the same types of damages, restitution, and other  
13 relief on the same theories.

14 d. Adequacy of Representation: Plaintiff will fairly and adequately represent and  
15 protect the interests of all members of the class. Plaintiff understands the obligations as a  
16 class representative and is willing and able to fulfill them faithfully. Class counsel are  
17 competent and experienced in litigating large employment class actions and other complex  
18 litigation matters, including wage and hour cases like this.

19 e. Superiority of Class Action: A class action is superior to other means for the fair and  
20 efficient adjudication of this controversy. Each class member has been damaged and is  
21 entitled to recovery.

22 f. Public Policy Considerations: Employers violate employment laws every day.  
23 Employees are often afraid to assert their rights out of fear of retaliation, and fearful of  
24 bringing actions because they believe employers might damage their future endeavors  
25 through negative references and/or other means. Class actions provide the class members  
26 who are not named in the complaint with anonymity that allows for vindication of rights  
27 while protecting their privacy.

28 21. There are common questions of law and fact as to the class that predominate over questions

1 affecting only individuals, including but not limited to:

- 2 a. Whether Class Members were paid for all hours worked;
- 3 b. Whether Class Members were paid all minimum and overtime wages owed,
- 4 including proper calculation of the regular rate of pay;
- 5 c. Whether Class Members were provided with compliant meal breaks or premium pay
- 6 in lieu thereof;
- 7 d. Whether Class Members were provided with compliant rest breaks or premium pay
- 8 in lieu thereof;
- 9 e. Whether Class Members were provided with complete and accurate wage
- 10 statements;
- 11 f. Whether Class Members are owed waiting time penalties;
- 12 g. Whether Defendants engaged in unfair competition; and
- 13 h. The amount of damages, wages, and penalties owed to Plaintiff and the Class.

14  
15 **FIRST CAUSE OF ACTION**

16 **Failure to Provide Compliant Meal Periods**

17 **Against All Defendants**

18 22. Plaintiff incorporates by reference the above paragraphs.

19 23. Labor Code section 512 and the Wage Orders provide that an employer shall not employ an  
20 employee for a work period of more than five hours per day without providing the employee with a  
21 meal period of not less than 30 minutes or for a work period of more than 10 hours per day without  
22 providing the employee with a second meal period of not less than 30 minutes.

23 24. An employer provides compliant meal breaks to its employees if it relieves its employees of  
24 all duty, relinquishes control over their activities and permits them a reasonable opportunity to take  
25 an uninterrupted 30-minute break.

26 25. Not only must an employer affirmatively relieve its employees of all duty during their meal  
27 breaks, it also must not impede or discourage employees from taking compliant meal breaks.

28 26. Defendants failed to provide Plaintiff and the class members with compliant meal breaks.

1 27. For each day that Defendants failed to provide Plaintiff and the class members with  
2 compliant meal breaks, Defendants were required to remit premium pay pursuant to Labor Code  
3 section 226.7(c), which is one additional hour of pay at the regular rate of pay.

4 28. Defendants failed to pay premium pay at the regular rate of pay for each day a meal break  
5 was missed.

6 29. Plaintiff and the class members are therefore entitled to recover premium pay for missed  
7 meal breaks, interest, attorney fees, and costs.

8  
9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Compliant Rest Periods**

11 **Against All Defendants**

12 30. Plaintiff incorporates by reference the above paragraphs.

13 31. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit  
14 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net  
15 per four hours or major fraction thereof.

16 32. Furthermore, during rest periods employers must relieve employees of all duties and  
17 relinquish control over how employees spend their time.

18 33. Defendants failed to provide Plaintiff and the class members with compliant rest breaks.

19 34. For each day that Defendants failed to provide Plaintiff and the class members with  
20 compliant rest breaks, Defendants were required to remit premium pay pursuant to Labor Code  
21 section 226.7(c), which is one additional hour of pay at the regular rate of pay.

22 35. Defendants failed to pay premium pay at the regular rate of pay for each day a rest break  
23 was missed.

24 36. Plaintiff and the class members are therefore entitled to recover premium pay for missed rest  
25 breaks, interest, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay for All Hours Worked**

3 **Against All Defendants**

4 37. Plaintiff incorporates by reference the above paragraphs.

5 38. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay  
6 employees minimum wages for all hours worked.

7 39. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

8 40. Plaintiff and the class members are therefore entitled to recover all unpaid wages, liquidated  
9 damages, interest, attorney fees, and costs.

10  
11 **FOURTH CAUSE OF ACTION**

12 **Failure to Pay All Overtime Owed**

13 **Against All Defendants**

14 41. Plaintiff incorporates by reference the paragraphs above.

15 42. Labor Code section 510 provides that “any work in excess of eight hours in one workday  
16 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the  
17 seventh day of work in any one workweek shall be compensated at the rate of no less than one and  
18 one-half times the regular rate of pay for an employee.

19 43. Defendants failed to pay Plaintiff and the class members all overtime wages.

20 44. Plaintiff and the class members are therefore entitled to recover all unpaid overtime wages,  
21 interest, attorney fees, and costs.

22  
23 **FIFTH CAUSE OF ACTION**

24 **Wage Statement Penalties**

25 **Against All Defendants**

26 45. Plaintiff incorporates by reference the above paragraphs.

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1 46. Labor Code section 226(a) requires employers to provide itemized wage statements that  
2 identify accurate information regarding their compensation. Defendants, as a matter of policy and  
3 practice, did not comply with Labor Code section 226(a).

4 47. Defendants knowingly and intentionally issued wage statements that were inaccurate and  
5 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury.

6 48. Plaintiff and the class members are therefore entitled to the recovery of wage statement  
7 penalties, attorney fees, and costs.

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9 **SIXTH CAUSE OF ACTION**

10 **Waiting Time Penalties**

11 **Against All Defendants**

12 49. Plaintiff incorporates by reference the above paragraphs.

13 50. Labor Code sections 201 and 202 require that an employer provide an employee with all  
14 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the  
15 employee's resignation.

16 51. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in  
17 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a  
18 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed  
19 thirty days.

20 52. Defendants willfully did not pay Plaintiff and the waiting time subclass all wages owed at  
21 the conclusion of employment.

22 53. Plaintiff and the waiting time subclass are therefore entitled to the recovery of waiting time  
23 penalties.

24  
25 **SEVENTH CAUSE OF ACTION**

26 **Violation of the Unfair Competition Law**

27 **Against All Defendants**

28 54. Plaintiff incorporates by reference the above paragraphs.

1 55. Defendants' conduct violated the unlawful prong of the UCL.

2 56. Pursuant to Business and Professions Code 17203, Plaintiff and the class members are  
3 entitled to restitution of all wrongfully withheld wages.

4 57. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.  
5

6 **EIGHTH CAUSE OF ACTION**

7 **Private Attorneys General Act**

8 **Against All Defendants**

9 58. Plaintiff incorporates by reference the above paragraphs above.

10 59. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the  
11 violation(s) of the Labor Code.

12 60. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to  
13 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in  
14 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

15 61. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide  
16 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,  
17 the penalties in Labor Code section 2699 apply.

18 62. With respect to violations of Labor Code sections 1194 and 1197 for Defendants' failure to  
19 compensate Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in  
20 Labor Code sections 1197.1 and 2699 apply.

21 63. With respect to violations of Labor Code section 510 for Defendants' failure to compensate  
22 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code  
23 sections 558, 1197.1, and 2699 apply.

24 64. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage  
25 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3  
26 and 2699 apply.

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1 65. With respect to violations of Labor Code section 203 for failure to pay all wages due to  
2 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in  
3 Labor Code section 2699 apply.

4 66. With respect to violations of Labor Code section 1198 and the relevant wage order for  
5 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in  
6 Labor Code section 2699 apply.

7 67. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief to  
8 enjoin Defendants from continuing to violate the Labor Code in the manner alleged herein.

9 68. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant  
10 to Labor Code section 2699(k).

11  
12 **PRAYER FOR RELIEF**

13 **First Cause of Action**

- 14 1. Premium pay  
15 2. Interest  
16 3. Attorney fees  
17 4. Costs  
18 5. Other relief the court deems proper

19 **Second Cause of Action**

- 20 1. Premium pay  
21 2. Interest  
22 3. Attorney fees  
23 4. Costs  
24 5. Other relief the court deems proper

25 **Third Cause of Action**

- 26 1. Payment of unpaid wages  
27 2. Liquidated damages  
28 3. Interest

- 1 4. Attorney fees  
2 5. Costs  
3 6. Other relief the court deems proper

4 Fourth Cause of Action

- 5 1. Payment of overtime wages  
6 2. Interest  
7 3. Attorney fees  
8 4. Costs  
9 5. Other relief the court deems proper

10 Fifth Cause of Action

- 11 1. Wage statement penalties  
12 2. Attorney fees  
13 3. Costs  
14 4. Other relief the court deems proper

15 Sixth Cause of Action

- 16 1. Waiting time penalties

17 Seventh Cause of Action

- 18 1. Restitution of all wrongfully withheld wages  
19 2. Attorney fees  
20 3. Costs  
21 4. Other relief the court deems proper

22 Eighth Cause of Action

- 23 1. All applicable PAGA penalties  
24 2. An injunction preventing further violations  
25 3. Attorney fees  
26 4. Costs  
27 5. Other relief the court deems proper

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1 Date: January 10, 2025

FRONTIER LAW CENTER

2 /s/ Adam Rose

3 Attorney for Plaintiff

4 Jonathan Lozano

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