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LILIANA MARTINEZ MENDOZA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA
(UNLIMITED JURISDICTION)**

LILIANA MARTINEZ MENDOZA, on
behalf of herself, all others similarly situated
and the general public,

Plaintiff,

vs.

STELLAR DISTRIBUTING INC., and
DOES 1-25, inclusive,

Defendants.

Case No.: MCV093236

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198);
4. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
5. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
6. Wage Statement Penalties (Lab. Code § 226);
7. Waiting Time Penalties (Lab. Code §§ 201-203);
8. Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
9. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and

JURY TRIAL DEMANDED

1 Plaintiff, LILIANA MARTINEZ MENDOZA (hereafter “Plaintiff”), on behalf of herself
2 and all others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action for alleged violations of the California Labor
5 Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”) and the
6 Business and Professions Code, against Defendant STELLAR DISTRIBUTING, INC., a
7 California corporation, and DOES 1-25, inclusive (collectively “Defendants” or “STELLAR”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
9 her and other similarly situated current and former California-based hourly workers, for unpaid
10 wages, statutory penalties, interest, and related relief. These claims are based on Defendants’
11 alleged failures to (1) pay all wages earned for all hours worked, (2) provide all meal and rest
12 periods in compliance with California law, (3) indemnify Plaintiff and the below-described class
13 for reasonable expenses incurred performing their duties, (4) provide accurate written wage
14 statements, (5) timely pay all wages during and upon termination of employment, and (6) fairly
15 compete. Accordingly, Plaintiff now seeks to recover unpaid wages and related relief through this
16 class action.

17 **PARTIES**

18 3. Plaintiff Liliana Martinez Mendoza is a resident of California. At all relevant
19 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations
20 Section 11040.

21 4. Defendant STELLAR DISTRIBUTING, INC. is a corporation organized and
22 existing under the laws of California and which employed Plaintiff. As such, it is a citizen of
23 California based on Plaintiff’s information and belief.

24 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
25 participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but
26 is informed and believes and thereon alleges that said Defendants are legally responsible for the
27 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
28 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
when ascertained.

6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
herein, all Defendants were the agents, employees, servants, masters, and/or employers of the

1 remaining Defendants, and, in doing the things hereinafter alleged, were acting within the course
2 and scope of such agency or employment and with the approval and ratification of each of the
3 other Defendants.

4 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
6 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
described class in accordance with applicable laws as alleged herein.

7 8. Plaintiff is informed and believes and thereon alleges that each and every one of
8 the acts and omissions alleged herein was performed by, and/or attributable to, all Defendants,
9 each acting as agents and/or employees, and/or under the direction and control of each of the other
10 Defendants, and that said acts and failures to act were within the course and scope of said agency,
11 employment, and/or direction and control.

12 **CLASS ALLEGATIONS**

13 9. This action has been brought and may be maintained as a class action pursuant to
14 California Code of Civil Procedure section 382 because there is a well-defined community of
15 interest among the persons who comprise the readily ascertainable class defined below and
16 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
a class action.

17 10. **Class Definition:** The Class is defined as follows: All current and former hourly,
18 non-exempt employees who worked for STELLAR DISTRIBUTING, INC. at any time during
19 the period beginning four years prior to the filing of this action and ending on the date that final
20 judgment is rendered in this action.

21 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
22 right to amend or modify the class definition with greater specificity, by further division into
23 subclasses and/or by limitation to particular issues.

24 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
25 each individual Class Member is impractical. While Plaintiff does not currently know the exact
26 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
minimum required for numerosity under California laws.

27 13. **Commonality and Predominance:** Common questions of law and fact exist as to
28 all Class Members and predominate over any questions which affect only individual Class

Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime, meal period premium, and rest period premium;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

D. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

E. Whether Defendants knowingly and intentionally failed to provide the class with accurate and complete itemized wage statements;

F. Whether Defendants willfully failed to provide the Class Members with all wages earned every pay period during employment;

G. Whether Defendants willfully failed to provide the Class Members with timely final wages;

H. Whether Defendants failed to maintain accurate employment records pertaining to all of the Class Members;

I. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, *et seq.*, with respect to the Class; and

J. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class Members.

16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent Class Members.

17. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of Class Members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual Class Members are likely to be relatively small and would thus make it difficult, if not impossible, for individual Class Members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting Class Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

STATEMENT OF FACTS

18. Plaintiff started working for STELLAR as a packer on or around initially around 2018 but more recently in June/July 2024. During her employment tenure at STELLAR, Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's last rate of pay was around \$17.00 per hour. Plaintiff's employment ended on or around September 2024.

19. STELLAR violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay Plaintiff and the Class Members for all hours worked, including the statutory minimum wage for all hours worked and for “off the clock” work. This is so because STELLAR had a company policy wherein they would disproportionately round down the number of hours worked, resulting in “time shaving” and further resulting in Class Members not being paid for all hours worked. Moreover, Plaintiff generally reported to work 10 minutes early to have a spot on the table because if she arrived later, there would be no spot. Moreover, and during those additional 10 minutes, Plaintiff would have to prepare for the workday, including getting the equipment ready. Management was unequivocally aware that Plaintiff and the other Class Members were reporting to work early and working “off the clock”, but still failed to compensate employees for

1 that time. Furthermore, there were additional instances where Plaintiff would punch out but then
2 there would be meetings that ranged between 5 to 15 minutes for which she was once again not
3 compensated. Moreover, STELLAR failed to provide its employees with proper and accurate
4 reporting time pay.

5 20. Due to the above “off the clock” violations, STELLAR also violated Labor
6 Code §510 because it failed to pay Plaintiff and the Class Members overtime compensation, even
7 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
8 throughout their employment. Plaintiff’s and other Class Members’ actual work hours, especially
9 the “off the clock” work mentioned above, entitled them to overtime compensation, however,
10 STELLAR did not compensate Plaintiff and its hourly, non-exempt employees with the proper
11 overtime due to the “off the clock” hours and rounding/time shaving as described above. Since
12 Plaintiff’s shifts were already 8 hours long or longer, all of the “off the clock” mentioned above
13 would translate into overtime. Furthermore, STELLAR failed to include bonuses/incentive
14 payments/shift differentials in calculating employees’ regular rate of pay for use in deciphering
15 the correct overtime rate of pay. Additionally, the incentive, shift differential, and bonus
16 payments were also not factored into employees’ regular rate for purposes of receiving meal and
17 rest break premiums per the *Ferra v. Loews* case.

18 21. STELLAR also violated Labor Code § 226.7 and the appropriate Industrial
19 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and the Class
20 Members with 10-minute rest periods for every four hours of work, or majority portion thereof,
21 throughout their employment. STELLAR did not completely relieve Plaintiff and other Class
22 Members of all duty during said rest periods. STELLAR did not pay to Plaintiff and other Class
23 Members one additional hour of pay at Plaintiff’s regular rate of compensation for each workday
24 that one or more statutory rest periods was not provided. Plaintiff and other Class Members did
25 not always receive timely, uninterrupted rest breaks throughout their employment and rest breaks
26 were not consistently enforced and not part of the culture. Plaintiff was not always able to take
27 rest breaks due to the heavy workload and because rest breaks were controlled by supervisors,
28 who would have to allow employees to go on break. Based on the workflow, rest breaks are

1 sometimes not authorized by supervisors or they taken late. Furthermore, if Plaintiff was able to
2 take a rest period, it was often interrupted by supervisors asking questions about work or giving
3 instructions, which happened often. As such, the culture as well as the policies and procedures of
4 STELLAR did not lend itself to the employees receiving consistent statutory rest breaks wherein
5 they were relieved of all work duties. The environment at STELLAR was not conducive to
6 receiving statutory rest breaks under California law and timely, statutory rest breaks were not
7 authorized or enforced.

8 22. STELLAR violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
9 Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and the other Class
10 Members, the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
11 throughout their employment. STELLAR did not completely relieve Plaintiff and the other Class
12 Members of all duty during said meal periods. STELLAR did not pay to Plaintiff and the Class
13 Members one additional hour of pay at their regular rate of compensation for each workday that
14 one or more statutory meal periods was not provided. Like the rest breaks, receiving a consistent
15 thirty-minute uninterrupted and timely meal break before the 5th hour was not part of the company
16 culture and was not enforced by STELLAR. To the extent that Plaintiff and other Class Members
17 even received meal periods, they were late, interrupted (due to supervisors giving instructions or
18 asking questions about work), or after the 5th hour worked.

19 23. Moreover, *Donohue v. AMN Services, LLC*, 11 Cal. 5th 58, 77-78 (2021) is
20 relevant (citing *Brinker*, 53 Cal. 4th at 1054) in that Plaintiff and other Class Members did not
21 clock in and out for meal periods and the company did not keep track of meal periods (meal period
22 violations appearing on the face of the time records creates a rebuttable presumption that the
23 employer actually failed to provide compliant meal periods). Furthermore, and like rest breaks,
24 supervisors would have to tell employees, including Plaintiff, when they can take their meal break.
25 There was no set schedule. Consequently, it was the normal practice and custom of STELLAR
26 not to consistently authorize, permit, and enforce timely statutory meal periods. If STELLAR had
27 Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and other
28 Class Members generally worked more than a 5-hour shift. **Furthermore, under California law,**

1 however, employees must make an affirmative decision every day regarding whether to
2 waive their meal periods. August 13, 2003 DLSE Opinion Letter (“The decision to forego a
3 meal period may not, therefore, be based on a specific requirement of the employer or on a
4 policy or practice which could reasonably be perceived to be a condition of employment.
5 Therefore, blanket “waivers” of meal periods ...whether written or oral, will not be
6 considered valid.”). If STELLAR had Plaintiff sign an on-duty meal period agreement wherein
7 Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable because
8 the nature of Plaintiff’s job does not and did not prevent her from taking a meal period and the
9 company could have hired “breakers” to relieve Plaintiff of her job duties so that she can actually
10 take a timely, uninterrupted meal period. Moreover, any such “on duty” meal period agreement
11 did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff
12 and other Class Members did not always receive statutory, timely meal periods during their
13 employment. As such, the work environment and culture at STELLAR was not conducive to
14 receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or
15 rest break premiums paid were not compensated at the weighted average regular rate, inclusive
16 of bonuses and/or incentive payments as well as overtime compensation.

17 24. Furthermore, during the relevant time period, and due to the above labor code
18 violations, STELLAR failed to pay Plaintiff and other Class Members all wages due to them
19 within any time period specified by California Labor Code section 204. Since Plaintiff was not
20 compensated fully due to her “off the clock work”, whether it be minimum wages or overtime,
21 and since Plaintiff did not receive proper and complete meal and rest break premiums, Plaintiff
22 would still be owed wages pursuant to Labor Code Section 204. STELLAR was also in violation
23 of California Labor Code section 226(a) by failing to include pertinent information on the wage
24 statements, including but not limited to, the correct hourly rate, all hours worked, overtime hours
25 worked, correct overtime pay, gross wages earned, net wages earned, premium pay for missed
26 meal and rest breaks, all deductions, the correct start and end of the pay period, all employee
27 identifying information, the correct and complete name and address of the legal employer, and
28 reimbursement for business expenses, among other Class Members. As such, STELLAR did not

1 provide Plaintiff and the Class Members with complete, accurate itemized wage statements.

2 25. During the relevant time period, and as mentioned above, STELLAR also failed
3 to keep accurate and complete payroll records showing the actual hours worked per day and the
4 wages paid to Plaintiff and other Class Members pursuant to California Labor Code sections
5 1174(d).

6 26. STELLAR also violated Labor Code § 203 because it willfully failed to pay
7 Plaintiff and other similarly situated Class Members earned and due wages upon separation of
8 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
9 These earned but unpaid wages include compensation for all hours worked, including minimum
10 wages, overtime compensation, and premium pay for missed meal and rest breaks.

11 27. During the relevant time period, Plaintiff and other Class Members incurred
12 necessary, business-related expenses and costs that were not reimbursed by STELLAR. These
13 costs include, but are not limited to, purchasing gloves for use in the workplace since the company
14 runs out at times. Moreover, Plaintiff had to purchase special boots and sweaters to work in the
15 cold room, and has also received calls on her personal cell phone from management. Despite the
16 latter, Plaintiff was not reimbursed for her business expenses. Accordingly, STELLAR was in
17 violation of California Labor Code sections 2800 and 2802.

18 28. Furthermore, STELLAR did not provide proper and correct/accurate sick pay
19 (inclusive of all bonuses/shift differentials/incentive payments) that was also delineated on
20 employee pay stubs and also failed to provide proper sick leave in violation of Labor Code
21 sections 233 and 246. Moreover, there were no suitable seating for the employees pursuant to
22 Wage Order no. 4-2001 in performing work duties.

23 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
24 unlawful practices and policies, Plaintiff and the Class Members were:

- 25 A. Not provided with all off duty meal periods;
- 26 B. Not authorized and permitted to take all rest break periods;
- 27 C. Not paid one hour's pay for each workday in which Defendants failed to
- 28 authorize and permit them to take one or more timely rest periods;

1 D. Not paid one hour's pay for each workday in which Defendants failed to
2 provide them with one or more timely meal periods;

3 E. Not paid all wages earned, including, but not limited to, minimum, regular,
4 overtime, and doubletime wages;

5 F. Not indemnified for all necessary business expenditures incurred during
6 the discharge of their duties;

7 G. Not provided with accurate and complete wage statements;

8 H. Not timely paid all earned and unpaid wages at the time their employment
9 ended.

10 I. Not provided with accurate sick pay; and

11 J. Not provided with suitable seating.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST BREAKS**

14 **(Lab. Code §§ 226.7 and 1198)**

15 **(By Plaintiff and the Class against all Defendants)**

16 30. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 31. At all relevant times during the applicable limitations period, Plaintiff and the
18 class have been employees of Defendants and entitled to the benefits and protections of
California Labor Code §§ 226.7, 1198, and the Wage Order.

19 32. Labor Code § 1198 states,

20 "The maximum hours of work and the standard conditions of labor fixed
21 by the commission shall be the maximum hours of work and the standard
22 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful."

23 33. In relevant part, Section 12 of the Wage Order states:

24 Rest Periods:

25 (A) Every employer shall authorize and permit all employees
26 to take rest periods, which insofar as practicable shall be in the
27 middle of each work period. The authorized rest period time shall
be based on the total hours worked daily at the rate often (10)
minutes net rest time per four (4) hours or major fraction thereof.
28 However, a rest period need not be authorized for employees
whose total daily work time is less than three and one-half (3 1/2)

hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

34. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

35. Pursuant to the Wage Order, Plaintiff and the Class were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

36. Defendants failed to provide Plaintiff with all required rest breaks in accordance with the Wage Order. Plaintiff and the Class Members did not take timely, uninterrupted rest breaks of at least two per day wherein they were relieved of all duty. It was not company policy and not part of the culture for employees such as Plaintiff and the Class Members to take uninterrupted rest breaks since it was the normal practice and custom of STELLAR not to authorize, permit, and enforce statutory rest periods. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the class with all rest breaks required by California law.

37. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes

1 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
2 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
3 providing the class with additional wages for all rest breaks not provided to them as required by
4 California Labor Code § 226.7.

5 38. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
6 damages in amounts subject to proof to the extent they were not paid additional wages owed for
7 all rest breaks not provided to them.

8 39. By reason of the above, Plaintiff and the members of the class are entitled to
9 premium wages for workdays in which one or more rest breaks were not provided to them
10 pursuant to California Labor Code § 226.7.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(Lab. Code §§ 226.7, 512, and 1198)**

14 **(By Plaintiff and the Class against all Defendants)**

15 40. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 41. At all relevant times during the applicable limitations period, Plaintiff and the
17 class have been employees of Defendants and entitled to the benefits and protections of
18 California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

19 42. Labor Code § 1198 states,

20 "The maximum hours of work and the standard conditions of labor fixed
21 by the commission shall be the maximum hours of work and the standard
22 conditions of labor for employees. The employment of any employee for
23 longer hours than those fixed by the order or under conditions of labor
24 prohibited by the order is unlawful."

25 43. In relevant part, Labor Code Section 512 states

26 "An employer may not employ an employee for a work period of more
27 than five hours per day without providing the employee with a meal
28 period of not less than 30 minutes, except that if the total work period per
day of the employee is no more than six hours, the meal period may be
waived by mutual consent of both the employer and employee. An
employer may not employ an employee for a work period of more than
10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal

period was not waived.”

44. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

45. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the class were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

46. During the relevant time period, Defendants failed to provide Plaintiff and the Class Members with timely, off-duty meal periods in accordance with California Labor Code § 512 and the Wage Order. Plaintiff and the Class Members would receive their meal breaks after the 5th hour worked or they would be interrupted during their breaks. It was common for Plaintiff’s supervisors to interrupt Plaintiff and the Class Members to ask questions about work or give instructions, which happened often. Moreover, STELLAR had no policy in place regarding keeping track of whether employees such as Plaintiff and the Class Members were receiving timely, uninterrupted meal periods.

47. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing Plaintiff and the class with all timely meal periods required by California Labor Code § 512 and the Wage Order.

48. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all meal periods not provided to her. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants

1 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
2 providing the class with additional wages for all meal periods not provided to them as required
3 by California Labor Code § 226.7.

4 49. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
5 damages in amounts subject to proof to the extent they were not paid additional wages owed for
6 all meal periods not provided to them.

7 50. By reason of the above, Plaintiff and the members of the class are entitled to
8 premium wages for workdays in which one or more meal periods were not provided to them
9 pursuant to California Labor Code § 226.7.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Lab. Code §§ 1194, 1197, and 1198)**

13 **(Plaintiff and the Class against Defendants)**

14 51. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

15 52. At all relevant times, Plaintiff and the other Class Members have been non-exempt
16 employees of Defendants and entitled to the benefits and protections of California Labor Code
17 sections 1194, 1197, and 1198 and the Wage Order.

18 53. Section 2 of the Wage Order defines "hours worked" as "the time during which an
19 employee is subject to the control of an employer, and includes all the time the employee is
20 suffered or permitted to work, whether or not required to do so."

21 54. Section 4 of the Wage Order requires an employer to pay non-exempt employees
22 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
23 an employer has actual or constructive knowledge that employees are working.

24 55. Labor Code section 1194 invalidates any agreement between an employer and an
25 employee to work for less than the minimum wage required under the applicable Wage Order.

26 56. Labor Code section 1197 makes it unlawful for an employer to pay an employee
27 less than the minimum wage required under the applicable Wage Order for all hours worked
28 during a payroll period.

57. Labor Code section 1198 makes it unlawful for an employer to employ an
employee under conditions that violate the Wage Order.

58. In conjunction, these provisions of the Labor Code require employers to pay non-

1 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
2 worked, including unrecorded hours when the employer knew or reasonably should have known
3 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
4 Cal.4th 575, 585.)

5 59. At all relevant times, Defendants did not provide Plaintiff and the Class Members
6 with the minimum wages to which they were entitled for all work performed. Plaintiff and the
7 Class Members were not paid for all hours worked, because the company would routinely time
8 shave and round down hours to the detriment of the employees, which would translate into
9 employees not getting paid for all hours worked in contravention of California's minimum wage
10 laws. Moreover, Plaintiff generally worked prior to clocking in to her shift to prepare for the
11 workday, including getting the equipment ready. Management was unequivocally aware that
12 Plaintiff and other Class Members were reporting to work early and working "off the clock", but
13 still failed to compensate employees for that time. Furthermore, there were additional instances
14 where Plaintiff would punch out but then there would be meetings that ranged between 5 to 15
15 minutes for which she was once again not compensated. Moreover, to the extent Plaintiff and the
16 Class Members worked through their meal periods or their meal periods were interrupted by
17 work obligations, Plaintiff and the Class Members did not receive compensation for all hours
18 worked in violation of California's minimum wage laws.

19 60. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
20 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
21 failure to compensate Plaintiff and the other Class Members minimum wages for all hours
22 worked as required by California law.

23 61. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
24 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
25 the minimum wages earned during each pay period during the applicable limitations period.

26 62. Pursuant to Labor Code section 1194, Plaintiff, on behalf of herself and Class
27 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
28 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
subject to proof.

FOURTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(Lab. Code §§ 510, 1194, and 1198)
(Plaintiff and the Class against Defendants)

63. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

64. At all relevant times, Plaintiff and the other Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code sections 510, 1194, and 1198 and the Wage Order.

65. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

66. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be

1 compensated at the rate of no less than twice the regular rate of pay for an
2 employee. In addition, any work in excess of eight hours on any seventh day of a
3 workweek shall be compensated at the rate of no less than twice the regular rate
4 of pay of an employee. Nothing in this section requires an employer to combine
more than one rate of overtime compensation in order to calculate the amount to
be paid to an employee for any hour of overtime work.

5 67. Labor Code section 1194 invalidates any agreement between an employer and an
6 employee to work for less than the minimum wage required under the applicable Wage Order.

7 68. Labor Code section 1198 makes it unlawful for an employer to employ an
8 employee under conditions that violate the Wage Order.

9 69. In conjunction, these provisions of the Labor Code require employers to pay non-
10 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
11 worked, including unrecorded hours when the employer knew or reasonably should have known
12 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)

13 70. At all relevant times, Defendants required Plaintiff and the Class Members to
14 perform “off the clock”. As such, Plaintiff and the Class Members often worked more than eight
15 (8) hours per day and more than forty (40) hours per week. Defendants, however, failed to pay
16 Plaintiff and the other Class Members for this off-the-clock work, and failed to compensate them
17 at one and one-half times their respective regular rates of pay for all overtime hours worked.
18 Moreover, despite providing bonuses and other incentive payments, Defendants did not factor in
19 those payments in calculating employees’ correct regular rate of pay in order to then calculate
20 the correct overtime rate of pay.

21 71. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
22 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
23 failure to compensate Plaintiff and the other Class Members for all overtime hours worked as
required by California law.

24 72. As a result of Defendants’ unlawful conduct, Plaintiff and the other Class
25 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
26 the full amount of overtime wages earned during each pay period during the applicable limitations
27 period.

28 73. Pursuant to Labor Code section 1194, Plaintiff, on behalf of herself and Class

Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts subject to proof.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(Plaintiff and the Class against all Defendants)

74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

75. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802 and the Wage Order.

76. In pertinent part, California Labor Code § 2802(a) states:

“An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

77. Section 9(B) of the Wage Order states:

When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

78. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

79. At all relevant times, as a condition for employment, Defendants required Plaintiff and the Class Members to purchase gloves, work boots, and sweaters. Defendants, however, failed to reimburse Plaintiff and the Class Members for these required business expenses.

80. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

1 81. Therefore, pursuant to California Labor Code § 2802(b), Plaintiff and the Class
2 Members are entitled to reimbursement for all necessary expenditures and losses and interest
3 thereon, due and owing to them within four years of the date of the filing of the Complaint until
4 the entry of judgment.

5 82. Accordingly, with respect to this cause of action, on behalf of herself and the
6 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
7 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

10 **(Lab. Code § 226)**

11 **(Plaintiff and the Class against all Defendants)**

12 83. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

13 84. At all relevant times during the applicable limitations period, Plaintiff and the
14 other Class Members have been employees of Defendants and entitled to the benefits and
15 protections of California Labor Code section 226.

16 85. Pursuant to California Labor Code section 226(a), Plaintiff and the other class
17 members were entitled to receive, biweekly or at the time of each payment of wages, an accurate
18 itemized statement showing:

19 (1) Gross wages earned,

20 (2) Total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

23 (3) The number of piece rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis,

25 (4) All deductions, provided that all deductions made on written orders of the
26 employee may be aggregated and shown as one item,

27 (5) Net wages earned,

28 (6) The inclusive dates of the period for which the employee is paid,

 (7) The name of the employee and his or her social security number, except
that by January 1, 2008, only the last four digits of his or her social security number or an
employee identification number other than a social security number may be shown on the itemized

1 statement,

2 (8) The name and address of the legal entity that is the employer, and

3 (9) All applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee.

5 86. Pursuant to California Labor Code section 226(e), an employee suffering injury as
6 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is
7 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
8 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
9 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
is entitled to an award of costs and reasonable attorneys' fees.

10 87. Pursuant to California Labor Code section 226(e), an employee is deemed to suffer
11 injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer
12 injury if the employer fails to provide accurate and complete information as required by California
13 Labor Code section 226(a) and the employee cannot "promptly and easily determine" from the
wage statement alone one or more of the following:

14 A. The amount of the gross wages or net wages paid to the employee during
15 the pay period or any of the other information required to be provided on the itemized wage
16 statement pursuant to California Labor Code section 226(a);

17 B. Which deductions the employer made from gross wages to determine the
18 net wages paid to the employee during the pay period;

19 C. The name and address of the employer and, if the employer is a farm labor
20 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
21 and address of the legal entity that secured the services of the employer during the pay period;
22 and

23 D. The name of the employee and only the last four digits of his or her social
security number or an employee identification number other than a social security number.

24 88. "Promptly and easily determine," as stated in California Labor Code section
25 226(e), means a reasonable person would be able to readily ascertain the information without
26 reference to other documents or information.

27 89. As alleged herein, Defendants failed to provide Plaintiff and the other class
28 members with all meal and rest periods in compliance with California law. They also failed to

1 provide them with premium wages on workdays they failed to provide them with one or more
2 meal and/or rest periods in compliance with California law. Further, Defendants failed to
3 compensate Plaintiff and the other Class Members for all hours worked. As a result, Defendants
4 have failed to properly itemize Plaintiff and the other Class Members' gross and net wages earned,
5 total hours worked, hourly rate of pay, the corresponding number of hours worked at each hourly
6 rate, and other requirements of California Labor Code § 226. As a result, Defendants have violated
California Labor Code § 226.

7 90. Defendants' failure to provide Plaintiff and the other Class Members with accurate
8 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
9 the other Class Members with accurate wage statements but intentionally provided wage
10 statements that Defendants knew were not accurate.

11 91. As a result of being provided with inaccurate wage statements by Defendants,
12 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
13 wage statements were violated and they were misled about the amount of wages they had actually
14 earned and were owed. In addition, the absence of accurate information on their wage statements
15 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
16 and mathematical computations to determine the amounts of wages owed, has caused difficulty
17 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
18 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
19 and the other Class Members were not able to ascertain from the wage statements whether
Defendants complied with their obligations under California Labor Code section 226(a).

20 92. Pursuant to California Labor Code section 226(e), Plaintiff and the other class
21 members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)
22 for the initial pay period in which a violation of California Labor Code section 226(a) occurred
23 and one hundred dollars for each violation of California Labor Code section 226(a) in a
24 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per
Class Member, and are also entitled to an award of costs and reasonable attorneys' fees.

25 93. Accordingly, with respect to this cause of action, on behalf of herself and the other
26 Class Members, Plaintiff prays for the herein stated relief and for an award of all reasonable costs
27 and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to
28 proof.

1 waiting time penalties for each class member.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

4 **(Lab. Code §§ 204)**

5 **(Plaintiff and the Class against all Defendants)**

6 103. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

7 104. California Labor Code Section 204 establishes the fundamental right of all
8 employees in the State of California to be paid wages in a timely fashion for their work.

9 105. At all times relevant during the liability period, Defendants failed to pay
10 Plaintiff and the Class Members the full amount of all owed wages when due as required by
11 California Labor Code Section 204.

12 106. Defendants failed to pay Plaintiff and the Class Members all wages earned each
13 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
14 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
15 Members wages for all hours worked, including overtime hours and premium pay for missed rest
16 breaks and meal breaks.

17 107. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
18 have suffered damages in an amount, subject to proof, to the extent she was not paid all wages
19 each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can
20 be determined directly from Defendants' records or indirectly based on information from
21 Defendants' records.

22 108. Under this cause of action, Plaintiff prays for penalties on behalf of herself and
23 Class Members due under the statutes alleged along with any allowable interest, penalties,
24 attorney's fees, and costs according to proof at trial.

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1 and unfair business practices.

2 114. Plaintiff and the other Class Members are entitled to reasonable attorneys' fees in
3 connection with their unfair competition claims pursuant to California Code of Civil Procedure
4 section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
7 relief and judgment against Defendants as follows:

- 8 A. An order that the action be certified as a class action;
9 B. An order that Plaintiff be appointed class representative;
10 C. An order that counsel for Plaintiff be appointed class counsel;
11 D. Unpaid Wages;
12 E. Actual Damages;
13 F. Statutory Damages;
14 G. Liquidated Damages;
15 H. Restitution;
16 I. Declaratory and injunctive relief;
17 J. Equitable relief;
18 K. Pre-judgment interest;
19 L. Statutory penalties;
20 M. Costs of suit;
21 N. Interest;
22 O. Reasonable attorneys' fees; and
23 P. Such other relief as the Court deems just and proper.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial
26 on all issues so triable.

27 Respectfully submitted,

28 MESSRELIAN LAW INC.

Dated: October 11, 2024

By Maralle Messrelia

HAROUT MESSRELIAN
MARALLE MESSRELIAN, Attorneys for
Plaintiff, Liliana Martinez Mendoza, and all
others similarly situated