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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

PEDRO CHAVEZ, ANGEL M.
CISNEROS, and JUAN VILLAGRANA
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

CARDINAL HEALTH 110, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 24STCV30738

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Enforcement of Labor Code §§ 2698 *et seq.* (PAGA);
2. Failure to Pay Minimum Wages;
3. Failure to Pay Overtime Wages;
4. Failure to Provide Meal Periods;
5. Failure to Permit Rest Breaks;
6. Unlawful Deductions;
7. Failure to Reimburse Business Expenses;
8. Failure to Provide Accurate Itemized Wage Statements;
9. Failure to Pay All Wages Due Upon Separation of Employment; and
10. Violation of Business and Professions Code §§ 17200, *et seq.*

FILED
Superior Court of California
County of Los Angeles

01/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By: C. Crow Deputy

1 Plaintiffs Pedro Chavez, Angel M. Cisneros, and Juan Villagrana, individually, and on
2 behalf of Class Members, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Pedro Chavez, Angel M. Cisneros, and Juan Villagrana (“Plaintiffs”)
5 bring this putative class and representative action against defendants Cardinal Health 110, LLC
6 and DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of themselves,
7 individually, and on behalf of California citizens who are and were employed by Defendants as
8 non-exempt employees throughout California.

9 2. Defendants provide services and goods throughout California.

10 3. Through this action, Plaintiffs allege that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) issuing wages through payment cards with fees required to obtain cash;
- 18 (c) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (d) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (e) failing to reimburse necessary business-related costs;
- 22 (f) failing to provide accurate itemized wage statements;
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiffs seek monetary relief against Defendants on behalf of themselves and all
25 other similarly situated employees in California to recover, among other things, unpaid wages,
26 unreimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, statutory
27 penalties, and civil penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3,
28

1 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802,
2 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. This is a class action pursuant to California Code of Civil Procedure section 382
5 and a representative action pursuant to Private Attorneys General Act of 2004 (Cal. Lab. Code
6 §§ 2698, *et seq.*)("PAGA"). The monetary damages, restitution, and civil penalties sought by
7 Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established
8 according to proof at trial.

9 7. This Court has jurisdiction over this action pursuant to the California Constitution,
10 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those
11 given by statutes to other courts. The statutes under which this action is brought do not specify
12 any other basis for jurisdiction.

13 8. This Court has jurisdiction over all Defendants because, upon information and
14 belief, they are citizens of California, have sufficient minimum contacts in California, or
15 otherwise intentionally avail themselves of the California market so as to render the exercise of
16 jurisdiction over them by the California courts consistent with traditional notions of fair play and
17 substantial justice.

18 9. Venue is proper in this Court because, upon information and belief, Defendants
19 reside, transact business, or have offices in this county, or the acts and omissions alleged herein
20 took place in this county.

21 **THE PARTIES**

22 10. Plaintiffs are residents of California and worked for Defendants in California
23 during the relevant time periods as alleged herein.

24 11. Plaintiffs are informed and believe, and thereon allege, that at all times hereinafter
25 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
26 employers, whose employees were and are engaged throughout this county and the State of
27 California.

1 12. Plaintiffs are unaware of the true names or capacities of the defendants sued herein
2 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
3 Complaint and serve such fictitiously named defendants once their names and capacities become
4 known.

5 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
6 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
7 all relevant times.

8 14. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
9 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
10 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
11 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
12 the employer and/or joint employer of Plaintiffs, the class members, and the aggrieved
13 employees.

14 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
15 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
16 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
17 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
18 the official policy of Defendants.

19 16. At all relevant times, Defendants, and each of them, acted within the scope of such
20 agency or employment, or ratified each and every act or omission complained of herein. At all
21 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
22 and all the other Defendants in proximately causing the damages herein alleged.

23 17. Plaintiffs are informed and believe, and thereon allege, that each of said
24 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
25 omissions, occurrences, and transactions alleged herein.

26 **CLASS ACTION ALLEGATIONS**

27 18. Plaintiffs bring this action under Code of Civil Procedure § 382 on Plaintiffs' own
28 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor Code,

1 Business and Professions Code §§ 17200, and IWC Wage Order violations.

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

4 20. Plaintiffs' proposed class consists of and is defined as follows:

5 Class

6 All California citizens currently or formerly employed by any or all Defendants as
7 non-exempt employees in the State of California at any time between September 3,
8 2020 and the date of class certification ("Class").

9 21. Plaintiffs reserve the right to modify or re-define the Class, establish additional
10 subclasses, or modify or re-define any class or subclass definition as appropriate based on
11 investigation, discovery, and specific theories of liability.

12 22. Members of the Class described above will be collectively referred to as "Class
13 Members."

14 23. There are common questions of law and fact as to the Class Members that
15 predominate over any questions affecting only individual members including, but not limited to,
16 the following:

17 (a) Whether Defendants failed to pay Plaintiffs and Class Members all wages
18 (including minimum wages and overtime wages) for all hours worked by
19 Plaintiffs and Class Members.

20 (b) Whether Defendants required Plaintiffs and Class Members to work over
21 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
22 (40) hours per week and failed to pay them proper overtime compensation
23 for all overtime hours worked.

24 (c) Whether Defendants deprived Plaintiffs and Class Members of timely meal
25 periods or required Plaintiffs and Class Members to work through meal
26 periods without legal compensation.

27 (d) Whether Defendants deprived Plaintiffs and Class Members of rest breaks
28 or required Plaintiffs and Class Members to work through rest breaks.

- 1 (e) Whether Defendants failed to reimburse Plaintiffs and Class Members for
2 necessary business-related costs expended for the benefit of Defendants.
- 3 (f) Whether Defendants made unlawful deductions from Plaintiffs' and class
4 members' wages.
- 5 (g) Whether Defendants failed to provide Plaintiffs and Class Members accurate
6 itemized wage statements.
- 7 (h) Whether Defendants failed to pay wages timely to Plaintiffs and Class
8 Members;
- 9 (i) Whether Defendants failed to timely pay Plaintiffs and Class Members all
10 wages due upon termination or within seventy-two (72) hours of resignation.
- 11 (j) Whether Defendants' conduct was willful or reckless.
- 12 (k) Whether Defendants engaged in unfair business practices in violation of
13 Business and Professions Code §§ 17200, *et seq.*

14 24. There is a well-defined community of interest in this litigation and the proposed
15 Class and subclasses are readily ascertainable:

16 (a) Numerosity: The Class Members are so numerous that joinder of all
17 members is impractical. Although the members of the Class are unknown to Plaintiffs at this time,
18 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
19 identities of the Class Members are readily ascertainable by inspection of Defendants' employment
20 and payroll records.

21 (b) Typicality: Plaintiffs' claims (or defenses, if any) are typical of the claims
22 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
23 provisions of California's wage and hour laws entitled each Class Member to similar pay, benefits,
24 and other relief. The injuries sustained by Plaintiffs are also typical of the injuries sustained by the
25 Class Members, because they arise out of and are caused by Defendants' common course of conduct
26 as alleged herein.

27 (c) Adequacy: Plaintiffs will fairly and adequately represent and protect the
28 interests of all Class Members because it is in Plaintiffs' best interest to prosecute the claims alleged

1 herein to obtain full compensation and penalties due. Plaintiffs' attorneys, as proposed class
2 counsel, are competent and experienced in litigating large employment class actions and versed in
3 the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred
4 and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have
5 been and will be necessarily expended for the prosecution of this action for the substantial benefit
6 of the Class Members.

7 (d) Superiority: The nature of this action makes use of class action adjudication
8 superior to other methods. A class action will achieve economies of time, effort, and expense as
9 compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can
10 be adjudicated in the same manner for the entire Class at the same time. If appropriate, this Court
11 can, and is empowered to, fashion methods to efficiently manage this case as a class action.

12 (e) Public Policy Considerations: Employers in the State of California violate
13 employment and labor laws every day. Current employees are often afraid to assert their rights out
14 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
15 they believe their former employers might damage their future endeavors through negative
16 references and/or other means. Class actions provide class members who are not named in the
17 complaint with a type of anonymity that allows for the vindication of their rights while affording
18 them privacy protections.

19 **GENERAL ALLEGATIONS**

20 25. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
21 California residents as non-exempt employees at Defendants' California business location(s).

22 26. Defendants employed Plaintiffs as non-exempt employees at Defendants'
23 California business location.

24 27. Defendants continue to employ non-exempt employees within California.

25 28. Plaintiffs are informed and believe, and thereon allege, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
27 were knowledgeable about California's wage and hour laws, employment and personnel
28 practices, and the requirements of California law.

1 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
2 should have known that Plaintiffs and Class Members were entitled to receive wages for all time
3 worked (including minimum, sick, vacation, and overtime wages) and that they were not
4 receiving all wages earned for work that was required to be performed. In violation of the Labor
5 Code and IWC Wage Orders, Plaintiffs and Class Members were not paid all wages (including
6 minimum wages and overtime wages) for all hours worked and at the correct rate of pay.

7 30. Plaintiffs are informed and believe, and thereon allege, Defendants knew or
8 should have known that Plaintiffs and Class Members were entitled to receive all required meal
9 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
10 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
11 Labor Code and IWC Wage Orders, Plaintiffs and Class Members did not receive all meal periods
12 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
13 pay when they did not receive a timely, uninterrupted meal period.

14 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that Plaintiffs and Class Members were entitled to receive all rest breaks or
16 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
17 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiffs
18 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay
19 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

20 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that Plaintiffs and Class Members were entitled to reimbursement and/or
22 indemnification for all necessary business expenditures or losses as a direct consequence of the
23 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
24 Labor Code and IWC Wage Orders, Plaintiffs and Class Members incurred necessary business
25 expenses or losses, including through the use of their personal cell phones for work, but were not
26 reimbursed nor indemnified of such expenses or losses that were incurred as a direct consequence
27 of the discharge of their duties, or of their obedience to the directions of Defendants.
28

1 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
2 should have known that Plaintiffs and Class Members were entitled to receive itemized wage
3 statements that accurately showed the following information pursuant to the Labor Code: (1)
4 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
5 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
6 deductions, provided that all deductions made on written orders of the employee may be
7 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
8 which the employee is paid; (7) the name of the employee and only the last four digits of his or
9 her social security number or an employee identification number other than a social security
10 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
11 hourly rates in effect during the pay period and the corresponding number of hours worked at
12 each hourly rate by the employee. In violation of the Labor Code, Plaintiffs and Class Members
13 were not provided with accurate itemized wage statements.

14 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that the aggrieved employees were entitled to timely payment of wages due
16 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
17 receive payment of all wages within permissible time periods.

18 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known they had a duty to compensate Plaintiffs and Class Members, and Defendants
20 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
21 failed to do so in order to increase Defendants' profits.

22 36. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief
23 against Defendants on behalf of themselves and all Class Members to recover, among other
24 things, unpaid wages (including minimum wages and overtime wages), unpaid meal period
25 premium payments, unpaid rest period premium payments, unreimbursed business expenditures,
26 interest, civil penalties, attorneys' fees, costs, and expenses.

27 **FIRST CAUSE OF ACTION**

28 **ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")**

1 37. Plaintiffs re-allege and incorporate by reference the previous paragraphs as though
2 fully set forth herein.

3 38. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
5 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
6 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
7 an aggrieved employee on behalf of himself or herself and other current or former employees
8 pursuant to the procedures specified in Labor Code § 2699.3.

9 39. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
11 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period
13 in which Defendants violated these provisions of the Labor Code.

14 40. Defendants’ conduct violates numerous Labor Code sections, including, but not
15 limited to, the following:

16 (a) violation of Labor Code §§ 201, 202, 203, 204, 246, 510, 1194, 1194.2, 1197,
17 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, sick,
18 vacation, and overtime wages) owed to Plaintiffs and other aggrieved employees during
19 employment and upon separation of employment as herein alleged;

20 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
21 Plaintiffs and other aggrieved employees and failure to pay premium wages for non-
22 compliant meal periods as herein alleged;

23 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs and
24 other aggrieved employees and failure to pay premium wages for non-compliant rest
25 periods as herein alleged;

26 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized
27 wage statements to Plaintiffs and other aggrieved employees as herein alleged;
28

1 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
2 complete records showing, among other things, the hours worked daily and the wages
3 paid to aggrieved employees as herein alleged; and

4 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiffs and
5 other aggrieved employees of business expenses as herein alleged.

6 41. Plaintiffs are an “aggrieved employee” because they were employed by the alleged
7 violator and had one or more of the violations committed against them, and therefore is properly
8 suited to represent the interests of all other aggrieved employees.

9 42. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3
10 as to Defendants and is therefore able to pursue a claim for penalties on behalf of themselves and
11 all other aggrieved employees under PAGA.

12 43. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
13 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
14 cited above.

15 44. For bringing this action, Plaintiffs are entitled to attorneys’ fees and costs incurred
16 herein.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

20 45. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
21 though fully set forth herein.

22 46. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
23 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
24 the minimum so fixed is unlawful.

25 47. Plaintiffs and Class Members were employees entitled to the protections of Labor
26 Code §§ 1194 and 1197.

27 48. During the relevant time period, Defendants failed to pay Plaintiffs and Class
28 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

1 49. During the relevant time period, Defendants failed to pay at least minimum wage to
2 Plaintiffs and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

3 50. Defendants' failure to pay Plaintiffs and Class Members the required minimum
4 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiffs and Class
5 Members are entitled to recover the unpaid balance of their minimum wage compensation as well
6 as interest, costs, and attorneys' fees.

7 51. Pursuant to Labor Code § 1194.2, Plaintiffs and Class Members are entitled to
8 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
9 interest thereon.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME**

12 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

13 52. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
14 though fully set forth herein.

15 53. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful
16 to employ persons without compensating them at a rate of pay either one and one-half (1½) or two
17 (2) times the person's regular rate of pay, depending on the number of hours worked by the person
18 on a daily or weekly basis.

19 54. Specifically, the applicable IWC Wage Orders provide that Defendants are and were
20 required to pay overtime compensation to Plaintiffs and Class Members at the rate of one and one-
21 half times (1½) their regular rate of pay when working and for all hours worked in excess of eight
22 (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of
23 work on the seventh day of work in a workweek.

24 55. The applicable IWC Wage Orders further provide that Defendants are and were
25 required to pay overtime compensation to Plaintiffs and Class Members at a rate of two times their
26 regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day
27 or in excess of eight (8) hours on the seventh day of work in a workweek.

1 56. California Labor Code § 510 codifies the right to overtime compensation at one and
2 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day
3 or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive
4 day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess
5 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in
6 a workweek.

7 57. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
8 of more than six days in a workweek is only permissible if the employer pays proper overtime
9 compensation as set forth herein.

10 58. Plaintiffs and Class Members were employees entitled to the protections of
11 California Labor Code §§ 510 and 1194.

12 59. During the relevant time period, Defendants required Plaintiffs and Class Members
13 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
14 consecutive day of work, entitling them to overtime wages.

15 60. During the relevant time period, Defendants failed to pay Plaintiffs and Class
16 Members overtime wages for all overtime hours worked. To the extent these hours qualify for the
17 payment of overtime wages, Plaintiffs and Class Members were not paid proper overtime wages.

18 61. In violation of California law, Defendants knowingly and willfully refused to
19 perform their obligations and compensate Plaintiffs and Class Members for all wages earned and
20 all hours worked.

21 62. Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of
22 overtime compensation, as required by California law, violates the provisions of Labor Code §§
23 510 and 1198, and is therefore unlawful.

24 63. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
25 their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

26 **FOURTH CAUSE OF ACTION**

27 **FAILURE TO PROVIDE MEAL PERIODS**

28 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

1 64. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
2 though fully set forth herein.

3 65. Labor Code § 226.7 provides that no employer shall require an employee to work
4 during any meal period mandated by the IWC Wage Orders.

5 66. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ
6 any person for a work period of more than five (5) hours without a meal period of not less than 30
7 minutes, except that when a work period of not more than six (6) hours will complete the day’s
8 work the meal period may be waived by mutual consent of the employer and the employee.”

9 67. Labor Code § 512(a) provides that an employer may not require, cause, or permit an
10 employee to work for a period of more than five (5) hours in a day without providing the employee
11 with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work
12 period per day of the employee is not more than six (6) hours, the meal period may be waived by
13 mutual consent of both the employer and the employee.

14 68. Labor Code § 512(a) also provides that an employer may not employ an employee
15 for a work period of more than ten (10) hours per day without providing the employee with a second
16 meal period of not less than thirty (30) minutes, except that if the total hours worked is no more
17 than twelve (12) hours, the second meal period may be waived by mutual consent of the employer
18 and the employee only if the first meal period was not waived.

19 69. During the relevant time period, Plaintiffs and Class Members worked more than
20 five (5) or ten (10) hours and did not receive all compliant meal periods because their meal periods
21 were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

22 70. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an
23 employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
24 compensation for each work day that a compliant meal period is not provided.

25 ///

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1 71. At all relevant times, Defendants failed to pay Plaintiffs and Class Members meal
2 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and
3 section 11 of the applicable IWC Wage Order.

4 72. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional
5 hour of pay for each day a compliant meal period was not provided, Plaintiffs and Class Members
6 suffered and continue to suffer a loss of wages and compensation.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PERMIT REST BREAKS**

9 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

10 73. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
11 though fully set forth herein.

12 74. Labor Code § 226.7(a) provides that no employer shall require an employee to work
13 during any rest period mandated by the IWC Wage Orders.

14 75. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
15 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
16 middle of each work period[.]” and the “[a]uthorized rest period time shall be based on the total
17 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
18 thereof[.]” unless the total daily work time is less than three and one-half (3½) hours.

19 76. During the relevant time period, Plaintiffs and Class Members did not receive all ten
20 (10) minute rest periods for every four (4) hours or major fraction thereof worked, including
21 working in excess of ten (10) hours, because they were required to work through their rest periods
22 and/or were not authorized to take their rest periods.

23 77. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires
24 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
25 compensation for each work day that a compliant rest period is not provided.

26 78. At all relevant times, Defendants failed to pay Plaintiffs and Class Members rest
27 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b)
28 and section 12 of the applicable IWC Wage Order.

1 79. As a result of Defendants' failure to pay Plaintiffs and Class Members an additional
2 hour of pay for each day a compliant rest period was not provided, Plaintiffs and Class Members
3 suffered and continue to suffer a loss of wages and compensation.

4 **SIXTH CAUSE OF ACTION**

5 **UNLAWFUL DEDUCTIONS FROM EARNED WAGES**

6 (Violation of Labor Code § 221; Violation of IWC Wage Order)

7 80. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
8 though fully set forth herein.

9 81. Labor Code § 221 provides that employers may not collect or receive from an
10 employee any part of wages theretofore paid by said employer to said employee.

11 82. During the relevant time period, Defendants had a policy and practice of making
12 unlawful deductions from earned wages of Plaintiffs and Class Members.

13 83. As a result of Defendants' failure to refrain from making improper deductions from
14 earned wages, Plaintiffs and Class Members suffered and continue to suffer a loss of wages and
15 compensation, the exact amount of damages and/or penalties is all in an amount to be shown
16 according to proof at trial.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 (Violation of Labor Code §§ 2800, 2802; Violation of IWC Wage Order)

20 84. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
21 though fully set forth herein.

22 85. Labor Code § 2800 states that "[a]n employer shall in all cases indemnify his
23 employee for losses caused by the employer's want of ordinary care."

24 86. Labor Code § 2802(a) states that "[a]n employer shall indemnify his or her employee
25 for all necessary expenditures or losses incurred by the employee in direct consequence of the
26 discharge of his or her duties, or of his or her obedience to the directions of the employer . . ."

27 87. Labor Code § 2802(b) states that "[a]ll awards made by a court . . . for
28 reimbursement of necessary expenditures under this section shall carry interest at the same rate as

1 judgments in civil actions. Interest shall accrue from the date on which the employee incurred the
2 necessary expenditure or loss.”

3 88. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary
4 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s
5 fees incurred by the employee enforcing the rights granted by this section.”

6 89. During the relevant time period, Plaintiffs and Class Members incurred necessary
7 business-related costs that were not fully reimbursed by Defendants.

8 90. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
9 indemnify Plaintiffs and Class Members for their expenses due to Defendants’ knowing and
10 intentional failure to reimburse necessary business expenditures in connection with Plaintiffs’ and
11 Class Members’ work and job duties.

12 91. As a direct result, Plaintiffs and Class Members have suffered and continue to suffer
13 losses, and therefore seek complete reimbursement and indemnification of necessary business
14 expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the
15 rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

16 EIGHTH CAUSE OF ACTION

17 FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

18 (Violation of Labor Code § 226; Violation of IWC Wage Order)

19 92. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
20 though fully set forth herein.

21 93. Labor Code § 226(a) requires Defendants to provide each employee with an accurate
22 wage statement in writing showing nine pieces of information, including, the following: (1) gross
23 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
24 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
25 provided that all deductions made on written orders of the employee may be aggregated and shown
26 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
27 paid, (7) the name of the employee and the last four digits of his or her social security number or
28 an employee identification number other than a social security number, (8) the name and address

1 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
2 period and the corresponding number of hours worked at each hourly rate by the employee.

3 94. During the relevant time period, Defendants have knowingly and intentionally failed
4 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiffs and Class
5 Members. The deficiencies include, among other things, the failure to correctly state the gross and
6 net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours
7 worked at each hourly rate by Plaintiffs and Class Members.

8 95. As a result of Defendants' knowing and intentional failure to comply with Labor
9 Code § 226(a), Plaintiffs and Class Members have suffered injury and damage to their statutorily-
10 protected rights. Specifically, Plaintiffs and Class Members are deemed to suffer an injury pursuant
11 to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code § 226(a).
12 Plaintiffs and Class Members were denied both their legal right to receive, and their protected
13 interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In addition,
14 because Defendants failed to provide the accurate rates of pay on wage statements, Defendants
15 prevented Plaintiffs and Class Members from determining if all hours worked were paid at the
16 appropriate rate and the extent of the underpayment. Plaintiffs had to file this lawsuit in order to
17 analyze the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time.
18 Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants
19 provided the accurate hours worked, wages earned, and rates of pay. This has also delayed
20 Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

21 96. Plaintiffs and Class Members are entitled to recover from Defendants the greater of
22 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
23 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
24 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
25 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

26 97. Defendants' violations of California Labor Code § 226(a) prevented Plaintiffs and
27 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
28 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and

1 intentional failure to comply with California Labor Code § 226(a), Plaintiffs and Class Members
2 have suffered an injury, in the exact amount of damages and/or penalties to be shown according to
3 proof at trial.

4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

6 (Violation of Labor Code §§ 201, 202, and 203)

7 98. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as
8 though fully set forth herein.

9 99. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately, and that if an
11 employee voluntarily leaves his or her employment, his or her wages shall become due and payable
12 not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)
13 hours previous notice of an intention to quit, in which case the employee is entitled to his or her
14 wages at the time of quitting.

15 100. During the relevant time period, Defendants willfully failed to pay Plaintiffs and
16 Class Members all their earned wages upon termination, either at the time of discharge or within
17 seventy-two (72) hours of their leaving Defendants' employ.

18 101. Defendants' failure to pay Plaintiffs and Class Members all their earned wages at
19 the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
20 violation of Labor Code §§ 201 and 202.

21 102. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
22 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
23 the wages of the employee shall continue as a penalty from the due date at the same rate until paid
24 or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

25 103. Pursuant to Labor Code § 203, Plaintiffs and Class Members is entitled to recover
26 from Defendants the statutory penalty, which is defined as Plaintiffs and Class Members' regular
27 daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of
28 thirty (30) days.

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(Violation of Business and Professions Code §§ 17200, *et seq.*)

104. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

105. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice”

106. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies and practices violated state law, causing Plaintiffs and Class Members to suffer and continue to suffer injuries-in-fact.

107. Defendants’ policies and practices violated state law in at least the following respects:

- (a) Failing to pay all wages earned (including minimum wage and overtime wages) to Plaintiffs and Class Members at the proper rate and in a timely manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
- (b) Failing to provide compliant meal periods without paying Plaintiffs and Class Members premium wages for every day said meal periods were not provided in violation of Labor Code §§ 226.7 and 512.
- (c) Failing to authorize or permit compliant rest breaks without paying Plaintiffs and Class Members premium wages for every day said rest breaks were not authorized or permitted in violation of Labor Code § 226.7.
- (d) Failing to refrain from making unlawful deductions from wages in violation of Labor Code § 221.
- (e) Failing to reimburse Plaintiffs and Class Members for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- (f) Failing to provide Plaintiffs and Class Members with accurate itemized wage statements in violation of Labor Code § 226.

1 (g) Failing to timely pay all earned wages to the members of Plaintiffs and Class
2 Members upon separation of employment in violation of Labor Code §§ 201,
3 202, and 203.

4 108. As alleged herein, Defendants systematically engaged in unlawful conduct in
5 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
6 (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation
7 in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to
8 furnish accurate wage statements, making unlawful deductions, and failing to pay all wages due
9 and owing upon separation of employment in a timely manner to Plaintiffs and Class Members,
10 all in order to decrease their costs of doing business and increase their profits.

11 109. At all relevant times herein, Defendants held themselves out to Plaintiffs and Class
12 Members as being knowledgeable concerning the labor and employment laws of California.

13 110. At all times relevant herein, Defendants intentionally avoided paying Plaintiffs and
14 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
15 doing business in order to undercut their competitors and establish and/or gain a greater foothold
16 in the marketplace.

17 111. By violating the foregoing statutes and regulations as herein alleged, Defendants'
18 acts constitute unfair and unlawful business practices under California Business and Professions
19 Code §§ 17200, *et seq.*

20 112. As a result of the unfair and unlawful business practices of Defendants as alleged
21 herein, Plaintiffs and Class Members are entitled to injunctive relief, disgorgement, and restitution
22 in an amount to be shown according to proof at trial.

23 113. Plaintiffs seek to enforce important rights affecting the public interest within the
24 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein,
25 has been and continues to be unfair, unlawful, and harmful to Plaintiffs, Class Members, and the
26 general public. Based on Defendants' conduct as alleged herein, Plaintiffs and Class Members are
27 entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.
28

1 **PRAYER FOR RELIEF**

2 Plaintiffs, on their own behalf and on behalf of all others similarly situated, prays for
3 relief and judgment against Defendants, jointly and severally, as follows:

4 1. For certification under California Code of Civil Procedure § 382 of the proposed
5 Class and any other appropriate subclass;

6 2. For appointment of Pedro Chavez, Angel M. Cisneros, and Juan Villagrana as class
7 representatives;

8 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;

9 4. For compensatory damages in an amount according to proof at trial;

10 5. For an award of damages in the amount of unpaid compensation including, but not
11 limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;

12 6. For economic and/or special damages in an amount according to proof at trial;

13 7. For liquidated damages pursuant to Labor Code § 1194.2;

14 8. For statutory penalties to the extent permitted by law, including those pursuant to
15 the Labor Code and IWC Wage Orders;

16 9. For injunctive relief as provided by the California Labor Code and California
17 Business and Professions Code §§ 17200, *et seq.*;

18 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

19 11. For an order requiring Defendants to restore and disgorge all funds to each
20 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
21 or fraudulent and, therefore, constituting unfair competition under Business and Professions Code
22 §§ 17200, *et seq.*;

23 12. For pre-judgment interest;

24 13. For civil penalties against Defendants on behalf of all aggrieved employees and the
25 LWDA pursuant to Labor Code § 2698, *et seq.*;

26 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
27 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et seq.*;
28 and;

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

Dated: January 19, 2026

AEGIS LAW FIRM, PC

By: /s Jessica L. Campbell
Jessica L. Campbell
Attorneys for Plaintiffs Pedro Chavez, Angel M.
Cisneros, and Juan Villagrana

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On January 19, 2026, I served the foregoing document entitled:

- 5 • **FIRST AMENDED CLASS ACTION COMPLAINT FOR:**
on all the appearing and/or interested parties in this action by delivering ☐ *the original*
6 ☒ *a true copy* thereof on the party(ies) addressed below as follows:

7 Adam Y. Siegel
8 Rebecca Kim
9 Orlando Arellano
Arthur Escalante
10 Vivian Castillo
Elvira Velazquez
JACKSON LEWIS P.C.
11 725 South Figueroa St., Ste 2500
Los Angeles, CA 90017
12 Direct: (213) 630 8220
Main: (213) 689 0404
13 Adam.Siegel@jacksonlewis.com
14 Rebecca.Kim@jacksonlewis.com
Orlando.Arellano@jacksonlewis.com
15 Arthur.Escalante@jacksonlewis.com
Vivian.Castillo@jacksonlewis.com
16 Elvira.Velazquez@jacksonlewis.com

17 *Attorneys for Defendants:*

18 CARDINAL HEALTH 110, LLC; CARDINAL HEALTH 200, LLC.

19 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S.
21 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
22 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

23 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
24 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
25 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

26 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
27 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 19, 2026, at Irvine, California.

Laila Shams
Laila Shams