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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

MANUEL CAMPOS DENIZ, individually
and on behalf of others similarly situated,
and as an aggrieved employee and Private
Attorney General,

Plaintiffs,

vs.

AGRESTI DAIRY FARMS, LLC dba
DOUBLE D DAIRY, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV-24-010119

*Assigned for All Purposes to the Hon. John D.
Freeland, Dept. 23*

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

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)
- (3) Violation of Cal. Labor Code § 226.7

- (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
 - (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
 - (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
 - (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
 - (8) Violation of Cal. Business & Professions Code § 17200, et seq.
 - (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)
 - (10) Violation of California Labor Code §§ 201, 202, 203 (Failure to Timely Pay All Wages Upon Termination)
 - (11) Failure to Maintain Required Records

1 Plaintiffs MANUEL CAMPOS DENIZ, JUAN CARLOS MAGANA, and JUAN
2 ANTONIO PEREZ ALVAREZ (“Plaintiffs”), individually, on behalf of other members of the
3 general public similarly situated, and as Private Attorney General, based upon facts that either
4 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity
5 for further investigation and discovery, alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs bring this Action against Defendants AGRESTI DAIRY FARMS, LLC
8 dba DOUBLE D DAIRY and DOES 1 THROUGH 50 (hereinafter also collectively referred to
9 as “Defendants”) for California Labor Code violations, unfair business practices, and civil
10 penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide
11 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure
12 to timely pay wages both during employment and upon termination, failure to provide accurate
13 wage statements, failure to maintain accurate time and payroll records, failure to maintain
14 required records, and failure to reimburse necessary business-related expenses.

15 2. Plaintiffs’ First through Eighth, and Tenth and Eleventh Causes of Action are
16 brought as a class action on behalf of themselves and similarly situated current and former
17 employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,”
18 as defined more fully in paragraph 13, below) pursuant to California Code of Civil Procedure
19 section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal
20 jurisdiction limits of the Superior Court and will be established according to proof at trial.

21 3. Plaintiffs’ Ninth Cause of Action is brought solely as a representative action, and
22 solely as a Private Attorney General, on behalf of the State of California for all aggrieved
23 employees, including themselves and other aggrieved employees of Defendants against whom
24 one or more of the alleged violations was committed (hereinafter collectively referred to as the
25 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*
26 *Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and
27 *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiffs are aggrieved
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1 employees against whom one or more of the alleged violations occurred. The civil penalties
2 sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be
3 established according to proof at trial.

4 4. The Court has jurisdiction over this Action pursuant to the California Constitution,
5 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
6 except those given by statute to other courts. The statutes under which this Action is brought do
7 not specify any other basis for jurisdiction.

8 5. This Court has jurisdiction over Defendants because, upon information and belief,
9 Defendants are citizens of California, have sufficient minimum contacts in California, or
10 otherwise intentionally avail themselves of the California market so as to render the exercise of
11 jurisdiction over them by the California courts consistent with traditional notions of fair play and
12 substantial justice.

13 6. Venue is proper in this Court because, upon information and belief, Defendants
14 maintain offices, have agents, and/or transact business in the State of California, County of
15 Stanislaus.

16 **PARTIES**

17 7. Plaintiff MANUEL CAMPOS DENIZ is an individual residing in the County of
18 Merced, State of California who was employed by Defendant AGRESTI DAIRY FARMS, LLC
19 dba DOUBLE D DAIRY.

20 8. Plaintiff JUAN CARLO MAGANA is a resident of California who was employed
21 by Defendant AGRESTI DAIRY FARMS, LLC dba DOUBLE D DAIRY.

22 9. Plaintiff JUAN ANTONIO PEREZ ALVAREZ is a resident of California who
23 was employed by Defendant AGRESTI DAIRY FARMS, LLC dba DOUBLE D DAIRY.

24 10. Plaintiffs are suing in their individual capacity with respect to his Ninth Cause of
25 Action. Additionally, they are proceeding under the PAGA on behalf of the State of California
26 for all aggrieved employees. Plaintiffs are Aggrieved Employees as defined under PAGA because
27 they were employed by Defendant and suffered the labor code violations alleged herein.
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11. Defendant AGRESTI DAIRY FARMS, LLC dba DOUBLE D DAIRY is, and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Stanislaus and registered to do business in the State of California.

12. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiffs are informed and believes, and thereon alleges, that, at all times mentioned herein, each Doe defendant was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were proximately caused by its conduct. AGRESTI DAIRY FARMS, LLC dba DOUBLE D DAIRY and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants".

13. Defendants are, and at all times herein mentioned were, (a) conducting business in the County of Stanislaus, State of California, and (b) the employer of Plaintiffs consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

14. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

15. Plaintiffs bring the First through Eighth and the Tenth and Eleventh Causes of Action as a class action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

1 16. The proposed class is defined as follows: All current and former non-exempt
2 employees of any of the Defendants within the State of California at any time commencing four
3 (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the certified
4 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

5 17. Plaintiffs reserve the right to establish other subclasses as appropriate.

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

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

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

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

25 d. Superiority: A class action is superior to other available methods for the fair and
26 efficient adjudication of this litigation because individual joinder of all Class
27 Members is impractical.
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- 1 e. Public Policy Considerations: Certification of this lawsuit as a class action will
2 advance public policy objectives. Employers of this great state violate
3 employment and labor laws every day. Current employees are often afraid to
4 assert their rights out of fear of direct or indirect retaliation. However, class
5 actions provide the Class Members who are not named in the complaint
6 anonymity that allows for the vindication of their rights.

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

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

2 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
3 required minimum wage pursuant to California law;

4 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper
5 overtime compensation pursuant to California law;

6 j. Whether Defendants failed to reimburse Plaintiffs and the other Class Members
7 for all necessary business-related expenses and costs in violation of California
8 Labor Code section 2802;

9 k. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
10 Class Members during their employment;

11 l. Whether Defendants complied with wage reporting as required by the California
12 Labor Code, including section 226;

13 m. Whether Defendants failed to provide Plaintiffs and the other Class Members with
14 all wages owed following the end of their employment as required by California
15 Labor Code section 201, 202, and 203;

16 n. Whether Defendants maintained complete and accurate records as required under
17 Labor Code section 1174;

18 o. Whether Defendants' conduct was with malice, fraud, or oppression;

19 p. Whether Defendants' conduct was willful or reckless;

20 q. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code section 17200, *et seq.* based on their
22 improper withholding of compensation and deduction of wages;

23 r. The appropriate amount of damages, restitution, and/or monetary penalties
24 resulting from Defendants' violation of California law; and

25 s. Whether Plaintiffs and the other Class Members are entitled to compensatory
26 damages pursuant to the California Labor Code.

27 **GENERAL ALLEGATIONS**

1 20. Defendants operate a dairy and farming operation.

2 21. Defendants have employed Plaintiffs..

3 22. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class,
4 and the Aggrieved Employees as hourly-paid or non-exempt employees.

5 23. Throughout the time period involved in this case, Defendants had the authority to
6 hire and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly
7 control work rules, working conditions, wages, working hours, and conditions of employment of
8 Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
9 Plaintiffs, the Class, and the Aggrieved Employees.

10 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
11 State of California and the applicable Industrial Welfare Commission Orders.

12 25. Plaintiffs are informed and believes, and thereon alleges that Defendants engaged
13 in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
14 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
15 Plaintiffs, the Class, and the Aggrieved Employees to work off-the-clock without compensation,
16 thereby failing to pay them for all hours worked, including minimum and overtime wages.
17 Defendants also implemented policies that prohibited Plaintiffs, the Class, and the Aggrieved
18 Employees from accurately recording the actual time worked, resulting in a failure to pay
19 Plaintiffs, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants
20 routinely failed to permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and
21 duty-free meal periods and rest periods in violation of California law. Defendants also failed to
22 reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related
23 expenses.

24 26. Throughout the time period involved in this case, Defendants' policies and
25 practices failed to provide Plaintiffs, the Class, and the Aggrieved Employees with timely and
26 duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class, and the
27 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
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1 over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods, regularly failed
2 to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable opportunity to take
3 their meal periods, and regularly impeded or discouraged Plaintiffs, the Class, and the Aggrieved
4 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their
5 fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no
6 later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also
7 failed to maintain accurate records of meal periods taken by Plaintiffs, the Class, and the
8 Aggrieved Employees.

9 27. Throughout the time period involved in this case, Defendants did not adequately
10 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods
11 under California law. Moreover, Defendants systematically disregarded their own written policies
12 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved
13 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
14 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free
15 meal periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through
16 their meal periods, for which they were not compensated.

17 28. Throughout the time period involved in this case, Defendants failed to pay
18 Plaintiffs, the Class, and the Aggrieved Employees premium wages for meal periods that were
19 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
20 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
21 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
22 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
23 routinely failed to provide legally compliant meal periods to Plaintiffs, the Class, and the
24 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiffs, the
25 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
26 short, late, and/or interrupted.

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

8 30. Throughout the time period involved in this case, Defendants did not adequately
9 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under
10 California law. Moreover, Defendants systematically disregarded their own written policies
11 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
12 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
13 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
14 duty-free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees
15 to work through their rest periods.

16 31. Throughout the time period involved in this case, Defendants failed to pay
17 Plaintiffs, the Class, and the Aggrieved Employees premium wages for rest periods that were
18 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
19 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
20 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
21 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
22 failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-
23 free rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the
24 Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late, and/or
25 interrupted.

26 32. Throughout the time period involved in this case, Defendants regularly required
27 Plaintiffs, the Class, and the Aggrieved Employees to perform work off-the-clock. Although
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1 Defendants prohibited overtime, Defendants still regularly required that Plaintiffs, the Class, and
2 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class,
3 and the Aggrieved Employees were regularly required to perform work off-the-clock for which
4 they were not compensated.

5 33. Throughout the time period involved in this case, Defendants implemented
6 policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately
7 recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the
8 Aggrieved Employees all wages owed.

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

12 35. Throughout the time period involved in this case, Defendants regularly failed to
13 pay all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when
14 they worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single
15 work week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a
16 single work week. Defendants knew or should have known that Plaintiffs, the Class, and the
17 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
18 they were not receiving wages for overtime compensation.

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

22 37. Throughout the time period involved in this case, Defendants regularly failed to
23 pay Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours
24 worked. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
25 Employees were entitled to receive at least minimum wages for all hours worked and that they
26 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
27 minimum wages included, *inter alia*, failing to pay Plaintiffs, the Class, and the Aggrieved
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1 Employees at the required minimum wage pursuant to California law, and requiring Plaintiffs,
2 the Class, and the Aggrieved Employees to perform work off-the-clock.

3 38. Throughout the time period involved in this case, Defendants regularly failed to
4 pay Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible
5 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
6 or should have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to
7 receive all wages owed to them during their employment. Plaintiffs, the Class, and the Aggrieved
8 Employees did not receive payment of all wages, including overtime compensation, minimum
9 wages, and meal and rest period premiums.

10 39. Throughout the time period involved in this case, Defendants regularly failed to
11 pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed at the end of employment
12 as required under California Labor Code section 203. Defendants knew or should have known
13 that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all wages owed
14 to them during their employment. Plaintiffs, the Class, and the Aggrieved Employees did not
15 receive payment of all wages, including overtime compensation, minimum wages, and meal and
16 rest period premiums.

17 40. Throughout the time period involved in this case, Defendants regularly failed to
18 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved
19 Employees. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
20 Employees were entitled to receive complete and accurate wage statements in accordance with
21 California law, but, in fact, they did not receive complete and accurate wage statements from
22 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
23 worked, the actual gross wages earned, the correct rates of pay, the inclusive pay period dates,
24 net wages earned, and all applicable hourly rates.

25 41. Throughout the time period involved in this case, Defendants regularly failed to
26 keep complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
27 Defendants knew or should have known that Defendants were required to keep complete and
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1 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance
2 with California law, but, in fact, did not keep complete and accurate payroll records including but
3 not limited to records reflecting the total daily hours worked by each employee; applicable rates
4 of pay; all deductions; meal periods; time records showing when each employee begins and ends
5 each work period; and accurate itemized statements .

6 42. Throughout the time period involved in this case, Defendants regularly failed to
7 maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work
8 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

9 43. Throughout the time period involved in this case, Defendants failed to reimburse
10 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,
11 including but not limited to work boots. Defendants knew or should have known that Defendants
12 were required to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary
13 business-related expenses and costs, but, in fact, failed to do so in violation of California law.

14 44. Throughout the time period involved in this case, Defendants knew or should have
15 known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees
16 pursuant to California law. Defendants had the financial ability to pay such compensation, but
17 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the
18 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
19 Defendants' profits.

20 45. California Labor Code section 218 states that nothing in Article 1 of the Labor
21 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
22 to him [or her] under this article."

23 **FIRST CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 46. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.
28

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

5 48. Specifically, the applicable IWC Wage Order provides that Defendants are and
6 were required to pay Plaintiffs and the other Class Members employed by Defendants, and
7 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
8 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
9 forty (40) hours in a workweek.

10 49. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular
12 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
13 in excess of eight (8) hours on the seventh day of work in a workweek.

14 50. California Labor Code section 510 codifies the right to overtime compensation at
15 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
16 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
17 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
18 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

19 51. During the relevant time period, Plaintiffs and the other Class Members regularly
20 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

21 52. During the relevant time period, Defendants intentionally and willfully failed to
22 pay overtime wages owed to Plaintiffs and the other Class Members.

23 53. Defendants’ failure to pay Plaintiffs and the other Class Members the unpaid
24 balance of overtime compensation, as required by California laws, violates the provisions of
25 California Labor Code sections 510 and 1198, and is therefore unlawful.

26 54. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
27 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
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attorneys' fees.

SECOND CAUSE OF ACTION

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

(Against All Defendants)

55. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

56. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by Defendants.

57. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

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

59. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

60. During the relevant time period, Plaintiffs and the other Class Members who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than

1 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

2 61. During the relevant time period, Plaintiffs and the other Class Members who were
3 scheduled to work for a period of time in excess of ten (10) hours were required to work for
4 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
5 thirty (30) minutes.

6 62. During the relevant time period, Defendants intentionally and willfully required
7 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that
8 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class
9 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

10 63. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 Class Members the full meal period premiums due pursuant to California Labor Code section
12 226.7.

13 64. Defendants' conduct violates the applicable IWC Wage Order and California
14 Labor Code sections 226.7 and 512(a).

15 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
17 additional hour of pay at the employee's regular rate of compensation for each workday that the
18 meal period was not provided.

19 **THIRD CAUSE OF ACTION**

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

21 **(Against All Defendants)**

22 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
23 every allegation set forth above.

24 67. At all times herein set forth, the applicable IWC Wage Order and California Labor
25 Code section 226.7 were applicable to Plaintiffs' and the other Class Members' employment by
26 Defendants.

27 68. At all relevant times, California Labor Code section 226.7 provides that no
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1 employer shall require an employee to work during any rest period mandated by an applicable
2 order of the California IWC.

3 69. At all relevant times, the applicable IWC Wage Order provides that “[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period” and that the “rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours or major fraction thereof unless the total daily work time is less than three and one-half
8 (3.5) hours.”

9 70. During the relevant time period, Defendants required Plaintiff and other Class
10 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
11 period per each four (4) hour period worked.

12 71. During the relevant time period, Defendants willfully required Plaintiffs and the
13 other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class
14 Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class
15 Members to take uninterrupted, duty-free rest breaks.

16 72. During the relevant time period, Defendants failed to pay Plaintiffs and the other
17 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
18 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
19 other Class Members from taking uninterrupted rest periods.

20 73. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
21 Code section 226.7.

22 74. Pursuant to the applicable IWC Wage Orders and California Labor Code section
23 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
24 additional hour of pay at the employees’ regular hourly rate of compensation for each workday
25 that the rest period was not provided.

26 **FOURTH CAUSE OF ACTION**

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

1 **(Against All Defendants)**

2 75. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
3 every allegation set forth above.

4 76. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
5 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
6 the minimum so fixed is unlawful.

7 77. During the relevant time period, Defendants regularly failed to pay minimum wage
8 to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections
9 1194, 1197, and 1197.1.

10 78. Defendants' failure to pay Plaintiffs and the other Class Members the minimum
11 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
12 those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance
13 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
14 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

15 79. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
16 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
17 unpaid and interest thereon.

18 **FIFTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 204 and 210)**

20 **(Against All Defendants)**

21 80. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
22 every allegation set forth above.

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

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

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

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

10 85. Plaintiff and other Class Members are entitled to recover all available remedies for
11 Defendants' violations of California Labor Code section 204, including statutory penalties
12 pursuant to Labor Code section 210(b).

13 **SIXTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 226(a))**

15 **(Against All Defendants)**

16 86. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
17 every allegation set forth above.

18 87. At all material times set forth herein, California Labor Code section 226(a)
19 provides that every employer shall furnish each of his or her employees an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
23 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
24 of the period for which the employee is paid, (7) the name of the employee and his or her social
25 security number, (8) the name and address of the legal entity that is the employer, and (9) all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee. The deductions made from payments of wages shall
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1 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
2 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
3 least three years at the place of employment or at a central location within the State of California.

4 88. Defendants have intentionally and willfully failed to provide Plaintiffs and the
5 Class with complete and accurate wage statements. The deficiencies include, but are not limited
6 to, the failure list the total number of hours worked, the actual gross wages earned, the correct
7 rates of pay, net wages earned, and all applicable hourly rates.

8 89. Because of Defendants' violation of California Labor Code section 226(a),
9 Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

10 90. More specifically, Plaintiffs and the Class have been injured by Defendants'
11 intentional and willful violation of California Labor Code section 226(a) because they were
12 denied both their legal right to receive, and their protected interest in receiving, accurate and
13 itemized wage statements pursuant to California Labor Code section 226(a).

14 91. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
15 actual damages caused by Defendants' failure to comply with California Labor Code section
16 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

17 92. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
18 with this section, pursuant to California Labor Code section 226(g).

19 **SEVENTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

22 93. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
23 every allegation set forth above.

24 94. Pursuant to California Labor Code sections 2800 and 2802, an employer must
25 reimburse its employee for all necessary expenditures incurred by the employee in direct
26 consequence of the discharge of his or her job duties or in direct consequence of his or her job
27 duties or in direct consequence of his or her obedience to the directions of the employer.
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1 95. Plaintiffs and the Class incurred necessary business-related expenses and costs that
2 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
3 business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for
4 costs incurred as a result of, including but not limited to, simple negligence.

5 96. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
6 Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to
7 recover from Defendants their business-related expenses and costs incurred during the course and
8 scope of their employment, plus interest accrued from the date on which the employee incurred
9 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

10 **EIGHTH CAUSE OF ACTION**

11 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

12 **(Against All Defendants)**

13 97. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
14 every allegation set forth above.

15 98. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
16 unlawful, and harmful to Plaintiffs and the Class, to the general public, and Defendants'
17 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
18 within the meaning of Code of Civil Procedure section 1021.5.

19 99. Defendants' activities as alleged herein are violations of California law, and
20 constitute unlawful business acts and practices in violation of California Business & Professions
21 Code section 17200, *et seq.*

22 100. A violation of California Business & Professions Code section 17200, *et seq.* may
23 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
24 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
25 paying them proper compensation violate California Labor Code sections 510 and 1198.
26 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and
27 the Class, to work through their meal and rest periods without paying them proper compensation
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1 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
2 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
3 section 204.

4 101. Defendants also violated California Labor Code sections 221, 226(a), 510,
5 1174(d), 1194, 1197, 1197.1, 2800, and 2802.

6 102. As a result of the herein described violations of California law, Defendants
7 unlawfully gained an unfair advantage over other businesses.

8 103. Plaintiffs and the Class have been personally injured by Defendants' unlawful
9 business acts and practices as alleged herein, including but not necessarily limited to the loss of
10 money and/or property.

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

16 **NINTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 2699, Et Seq.)**

18 **(Against All Defendants)**

19 105. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
20 every allegation set forth above.

21 106. Plaintiffs bring their ninth cause of action solely as a representative action pursuant
22 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
23 ("PAGA"), on behalf of the State of California for all aggrieved employees, including themselves
24 and other aggrieved employees of Defendants against whom one or more of the alleged violations
25 was committed.

26 107. PAGA specifically provides for a private right of action to recover civil penalties
27 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
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provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

108. Plaintiffs were employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiffs are therefore, an “aggrieved employee” under PAGA.

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

- a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved Employees, and failing to pay Plaintiffs and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- f. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,

itemized wage statements in violation of Labor Code § 226.

g. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

h. Failing to timely pay all wages owed upon termination of employment in violation of Labor Code §203.

i. Failing to maintain records as required under California Labor Code §§ 226, 1174, and the applicable IWC Wage Orders.

110. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11080, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

111. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code § 2699.3. On December 12, 2024, Plaintiff Deniz, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of his intent to bring a claim for civil penalties under PAGA. Plaintiff Deniz also paid the filing fee required under Labor Code § 2699.3. Plaintiff Deniz's PAGA Notice to the LWDA is attached hereto as **Exhibit A** and the allegations therein are hereby incorporated by reference as part of this Complaint.

112. Similarly, on December 3, 2024, Plaintiffs Magana and Alvarez, through their

1 counsel of record, filed an PAGA Notice and Amended PAGA Notice with the LWDA and by
2 certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of
3 the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and
4 theories to support the violations, and of their intent to bring a claim for civil penalties under
5 PAGA. Plaintiff Deniz also paid the filing fee required under Labor Code § 2699.3. Plaintiff
6 Magana and Alvarez's Amended PAGA Notice to the LWDA is attached hereto as **Exhibit B** and
7 the allegations therein are hereby incorporated by reference as part of this Complaint.

8 113. More than sixty-five (65) days have elapsed since the mailing of Plaintiffs PAGA
9 Notices, and the LWDA has not indicated that it intends to investigate the violations discussed in
10 the notice. Accordingly, Plaintiffs have the right to bring this action to recover penalties for
11 themselves and other Aggrieved Employees pursuant to Labor Code § 2699.3.

12 114. Plaintiffs were compelled to retain the services of counsel to file this court action
13 to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
14 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs
15 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

16 **TENTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

19 115. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
20 every allegation set forth above.

21 116. At all relevant times herein set forth, California Labor Code sections 201 and 202
22 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately, and if an employee quits his or her employment, his
24 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
25 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
26 the employee is entitled to his or her wages at the time of quitting.

27 117. During the relevant time period, the employment of Plaintiffs and many other
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1 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
2 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
3 employed by Defendants all of their wages, earned and unpaid, including but not limited to
4 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
5 leaving Defendants' employ.

6 118. Defendants' failure to pay Plaintiffs and other Class Members who are no longer
7 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
8 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

13 120. Plaintiffs and other Class Members who are no longer employed by Defendants
14 are entitled to recover from Defendants the statutory penalty wages for each day they were not
15 paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

16
17 **ELEVENTH CAUSE OF ACTION**
18 **(Violation of Cal. Labor Code §§ 226, 1174)**
19 **(Against All Defendants)**

20 121. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 122. During the relevant time period, as part of Defendant's illegal payroll policies and
23 practices to deprive Plaintiffs and the Class of all wages earned and due, Defendants knowingly
24 and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174,
25 and the applicable I WC Wage Orders, including but not limited to the following records: total
26 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time
27 records showing when each employee begins and ends each work period; and accurate itemized
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1 statements.

2 123. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs
3 and the Class have been damaged in an amount according to proof at trial, and are entitled to all
4 wages earned and due, plus interest thereon. Additionally, Plaintiffs and the Class are entitled to
5 all available statutory penalties, including but not limited to civil penalties pursuant to California
6 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
7 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
8 well as other available remedies

9
10 **PRAYER FOR RELIEF**

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

14 **Class Certification**

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

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

- 22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
24 all overtime wages due to Plaintiff and other Class Members;
- 25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;
- 27 7. For pre-judgment interest on any unpaid overtime compensation commencing
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1 from the date such amounts were due;

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

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

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

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

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

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

14 13. For premium wages pursuant to California Labor Code section 226.7;

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

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

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

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

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

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

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

20. For premium wages pursuant to California Labor Code section 226.7;
21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the Class in the amount as may be established according to proof at trial;

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

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the Class;

31. For statutory penalties pursuant to California Labor Code section 210; and

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

As to the Sixth Cause of Action

33. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as

1 to Plaintiffs and the Class, and willfully failed to provide accurate itemized wage statements
2 thereto;

3 34. For actual, consequential and incidental losses and damages, according to proof;

4 35. For statutory penalties pursuant to California Labor Code section 226(e); and

5 36. For such other and further relief as the Court may deem just and proper.

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

7 37. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for
9 all necessary business-related expenses as required by California Labor Code sections 2800 and
10 2802;

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

12 39. For the imposition of civil penalties and/or statutory penalties;

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

14 41. For such other and further relief as the Court may deem just and proper.

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

16 42. That the Court declare, adjudge, and decree that Defendants violated California
17 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the
18 Class all overtime compensation due to them, failing to provide all meal and rest periods to
19 Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing
20 to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code
21 sections 201, 202, 203, and 204 and by violating California Labor Code sections 226(a), 1174(d),
22 2800, and 2802;

23 43. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment
24 interest from the day such amounts were due and payable;

25 44. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violation of California Business and Professions Code sections 17200,
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1 *et seq.*;

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

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

6 47. For such other and further relief as the Court may deem just and proper.

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

8 48. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the
9 California Labor Code;

10 49. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
11 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
12 Code and/or other applicable statutes; and

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

14 **As to the Tenth Cause of Action**

15 51. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
17 time of termination of the employment of Plaintiff and other Class Members no longer employed
18 by Defendants;

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

21 53. For statutory wage penalties pursuant to California Labor Code section 203 for
22 Plaintiff and other Class Members who have left Defendants' employ;

23 54. For pre-judgment interest on any unpaid compensation from the date such amounts
24 were due; and

25 55. For such other and further relief as the Court may deem just and proper.

26 **As to the Eleventh Cause of Action**

27 56. That the Court declare, adjudge and decree that Defendants violated California
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1 Labor Code section 1174(d)

2 57. For civil penalties in accordance with California Labor Code section 1174.5

3 58. For other and further relief as the Court may deem just and proper.

4
5
6 Dated: September 28, 2026

PROTECTION LAW GROUP, LLP

7
8 By: /s/ D. Luke Clapp

9 D. Luke Clapp

Attorneys for Plaintiff

10 MANUEL CAMPOS DENIZ

11 Dated: September 28, 2026

SOLOUKI I SAVOY, LLP

12
13
14 By: /s/ Grant Savoy

15 GRANT SAVOY

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