

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
KATHLEEN J. BECKET (SBN 334091)
jflores@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 204-3124

Attorneys for Plaintiff

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

MIGUEL MENDOZA, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

VALMETAL TULARE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CASE NO. VCU315822

*[Assigned for All Purposed to the
Hon. Russell Burke, Dept. 7]*

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (4) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (5) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);**
- (6) **FAILURE TO PAY ALL AGREED-
UPON WAGES INCLUDING
BONUS WAGES ACCRUED
(LABOR CODE § § 221-223);**
- (7) **FAILURE TO PROVIDE
EMPLOYMENT RECORDS
(LABOR CODE § 1198.5);**

1 (8) CIVIL PENALTIES UNDER THE
2 PRIVATE ATTORNEYS GENERAL
3 ACT (LABOR CODE § 2698 et seq.);

4 (9) MEAL PERIOD VIOLATIONS
5 (LABOR CODE §§ 226.7, 5120;

6 (10) REST PERIOD VIOLATIONS
7 (LABOR CODE §§ 226.7, AND
8 516); AND

9 (11) WAITING TIME PENALTIES
10 (LABOR CODE §§ 201-203)

11 DEMAND FOR JURY TRIAL
12 UNLIMITED CIVIL CASE
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1 Plaintiff Miguel Mendoza (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Second Amended Class and Representative Action
3 Complaint against Valmetal Tulare Inc. a Connecticut corporation; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Second Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 221-223, 226 *et seq.*, 510, 512, 516, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, 1198.5, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage
10 Order 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Tulare. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Tulare, and/or otherwise are found within the County of
19 Tulare, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 221-223, 226 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5,
28 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair

Competition Law”), and Wage Order 1, which sets employment standards for the manufacturing industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business by manufacturing farm equipment in California and the United States, employed Plaintiff within Tulare County and the state of California and, therefore, were (and are) doing business in Tulare County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

1 all members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff is employed by Defendants as a welder. He began employment with
4 Defendants in approximately April 2014 and he is presently employed. Defendants are in the
5 business of manufacturing farm equipment. Plaintiff is generally scheduled to work 5 days per
6 week from approximately 7:00 a.m. to 3:30 p.m.

7 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
8 other non-exempt employees were not paid for all hours worked. Defendants required Plaintiff
9 and other non-exempt employees to clock in and out on a time clock. Upon information and
10 belief, Defendants had a practice of rounding the hours of Plaintiff and other non-exempt
11 employees so as to systemically pay them for less time than they actually worked notwithstanding
12 the fact Defendants had the ability to accurately record Plaintiff's and the putative classes' work
13 time to the minute.

14 11. Defendants maintained a policy/practice of not compensating Plaintiff and other
15 non-exempt employees for all their overtime hours worked in the pay period. As discussed above,
16 upon information and belief, Defendants maintained a policy/practice of rounding the hours of
17 Plaintiff and other non-exempt employees for purposes of avoiding payment for all overtime
18 hours worked.

19 12. Moreover, during Plaintiff's employment with Defendants, Plaintiff and other
20 non-exempt employees earned production-based bonuses in addition to other forms of non-
21 discretionary pay that must be included in the regular rate of pay (hereinafter referred to as
22 "Incentive Pay"). However, Defendants failed to properly calculate Plaintiff's and other non-
23 exempt employees' respective regular rates of pay for overtime purposes as a result of their receipt
24 of Incentive Pay. Instead, Plaintiff and non-exempt employees were paid less than one and one
25 half times (or two times in the case of double-time hours) the legal regular rate of pay for all
26 overtime hours worked. By way of example, employees received quarterly production bonuses
27 known as "Gains Sharing" based on work performed throughout the entire quarter, but the value
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of those bonuses was not included in the regular rate of pay for calculating overtime, sick pay, and other payments that must be paid at the regular rate of pay. Plaintiff's wage statement dated February 9, 2024, shows that Plaintiff earned a "Gs" payment of \$96.15. However, he was only compensated for overtime during this period at a rate of \$43.80 per overtime hour worked, which is exactly 1.5 times his base hourly rate of pay of \$29.20 per hour. As such, his overtime rate did not include the value of his "Gs" productivity bonus pay.

13. Moreover, Defendant also paid Plaintiff and other non-exempt employees hourly bonuses identified on wage statements as "Shift Diff" depending on certificates they obtained and the type of work they performed but did not include the value of those bonuses when calculating the regular rate of pay for sick pay and premium payments. For example, on Plaintiff's wage statement dated February 9, 2024, Plaintiff earned "Shift Diff" and also took sick leave during the pay period. However, he was only paid at an hourly rate of \$29.20 per hour for his sick leave, which is the same as his base hourly pay rate. As such, Defendants did not include the value of "Shift Diff" in his sick pay, thereby underpaying the amount of sick pay he was owed.

14. Under Defendants' stated policies and Plaintiff's agreement with Defendants, Plaintiff earned bonus wages and was entitled to bonus payments pursuant to an incentive plan. Plaintiff received some bonus payments at least approximately each quarter. Plaintiff was not paid all bonuses owed. Nor did Defendants provide Plaintiff with a written incentive plan. This prevented Plaintiff from reviewing the criteria on which the bonus payments were based and determining whether his bonus payments were properly calculated.

15. Plaintiff and other non-exempt employees were not authorized to take all legally required rest periods free of employer control during the entirety of Plaintiff's employment with Defendants. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7.

16. Defendants also did not always provide Plaintiff and other non-exempt employees

1 with a legally compliant first meal period when they worked shifts in excess of 6.0 hours.
2 Additionally, even though Plaintiff and other non-exempt employees worked shifts in excess of
3 ten (10) hours, Plaintiff and other non-exempt employees were almost never permitted to exercise
4 their right to a second meal period. Despite Defendants' failure to provide Plaintiff and other
5 non-exempt employees with all lawful meal periods due to their uniform and unlawful practices,
6 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
7 regular rate for each meal period violation as required by Labor Code § 226.7.

8 17. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
9 exempt employees for all reasonable and necessary work expenditures, including, but not limited
10 to, requiring Plaintiff and other non-exempt employees to purchase boots, welding jackets,
11 welding sleeves, gloves, helmets, helmet lenses, and respirators.

12 18. Defendants have maintained inaccurate payroll records, failed to timely pay all
13 wages owed to employees, including upon separation of employment, and issued inaccurate wage
14 statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and
15 other non-exempt employees for all minimum and overtime wages, and failure to properly
16 account to Incentive Pay for payment purposes, and failure to pay all premium payments.

17 19. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
18 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
21 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate by the employee.

27 **CLASS ACTION ALLEGATIONS**
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1 20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
2 following Classes pursuant to § 382 of the Code of Civil Procedure:

3 a. The Minimum Wage Class consists of all current and former non-exempt
4 employees of Defendants in California who were subject to Defendants'
5 timekeeping systems and/or practices, during the four years immediately
6 preceding the filing of this lawsuit through the present.

7 b. The Overtime Wage Class consists of all current and former non-exempt
8 employees of Defendants in California who worked overtime hours and were
9 subject to Defendants' timekeeping systems and/or practices, during the four years
10 immediately preceding the filing of this lawsuit through the present.

11 c. The Agreed-Upon Wage Class consists of all current and former non-exempt
12 employees of Defendants in California who were paid less than all agreed-upon
13 wages owed, including bonuses accrued, during the four years immediately
14 preceding the filing of this action through the present.

15 d. The Rest Period Class consists of all current and former non-exempt employees of
16 Defendants who performed work in California and who worked at least one shift
17 in excess of 3.5 hours during the four years immediately preceding the filing of
18 this lawsuit through the present.

19 e. The Meal Period Class consists of all current and former non-exempt employees
20 of Defendants who performed work in California and: (i) worked at least one shift
21 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
22 commencing prior to the conclusion of the fifth hour of work, and who do not have
23 a corresponding meal period premium payment made for such shifts and/or (ii)
24 worked at least one shift in excess of 10.0 hours while performing work for
25 Defendants in California without a second meal period of at least 30 minutes in
26 duration commencing prior to the conclusion of the tenth hour of work, and who
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do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

f. The Employee Expense Class consists of all current and former non-exempt employees of Defendants in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to purchases of boots, welding jackets, welding sleeves, gloves, helmets, helmet lenses, and respirators for necessary business purposes during the four years immediately preceding the filing of this lawsuit to the present.

g. The Wage Statement Class consists of all current and former non-exempt employees of Defendants in California who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

h. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees who performed work in California and were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

22. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,

1194.2, and 1197;

- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 1 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iv. Whether Defendants failed to pay the members of the Agreed-Upon Wage Class all agreed-upon wages including bonuses accrued, pursuant to Labor Code §§ 221-223.
- v. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- vi. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vii. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;
- viii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- ix. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

23. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages. As such, the common questions

predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' and timekeeping policies and practices, was provided inaccurate wage statements, and was not paid all wages earned at the time of his separation of employment.

25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

26. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer

1 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
2 employment. Further, the prosecution of separate actions by the individual class members, even
3 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
4 with respect to the individual class members against Defendants herein; and which would
5 establish potentially incompatible standards of conduct for Defendants; and/or legal
6 determinations with respect to individual class members which would, as a practical matter, be
7 dispositive of the interest of the other class members not parties to adjudications or which would
8 substantially impair or impede the ability of the class members to protect their interests. Further,
9 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
10 individual prosecution considering all of the concomitant costs and expenses attending thereto.
11 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
12 Civil Procedure.

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15 **FIRST CAUSE OF ACTION**
16 **MINIMUM WAGE VIOLATIONS**
17 **(AGAINST ALL DEFENDANTS)**

18 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 28. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
20 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
25 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
26 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
27 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
28 and Wage Order 1.

1 29. California Labor Code § 1198 makes unlawful the employment of an employee
2 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
3 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
4 those employees the balance of the unpaid wages as well as liquidated damages in an amount
5 equal to the wages due and interest thereon.

6 30. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
8 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
9 entitled to recover economic and statutory damages and penalties and other appropriate relief as
10 a result of Defendants' violations of the California Labor Code and Wage Order 1.

11 31. Defendants' practice and uniform administration of corporate policy regarding
12 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
13 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
14 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
15 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
16 Procedure § 1021.5.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(AGAINST ALL DEFENDANTS)**

20 32. Plaintiff re-allege and incorporates by reference all previous paragraphs.

21 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
22 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
23 overtime hours worked, and provide a private right of action for the failure to pay all overtime
24 compensation for overtime work performed.

25 34. At all times relevant herein, Defendants were required to properly compensate
26 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
27 Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay overtime
28 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth

1 in the Wage Order.

2 35. The foregoing policies and practices are unlawful and create entitlement to
3 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
4 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
5 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 1, and
6 Code of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **WAGE STATEMENT VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and the Wage Statement Class with complete and accurate wage statements all compensation
14 earned and hours worked.

15 38. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
16 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
17 among other things, the non-payment of all minimum and overtime wages, and deprived them of
18 the information necessary to identify the discrepancies in Defendants' reported data.

19 39. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
20 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
21 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
22 according to California Labor Code § 226 et seq.

23 **FOURTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 41. Defendants have engaged and continue to engage in unfair and/or unlawful
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business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, and failing to furnish accurate, itemized wage statements.

42. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

43. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

44. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

45. Plaintiff is compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

47. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer..."

1 48. Due to Defendants' unlawful policy and practice of requiring employees to
2 purchase boots, welding jackets, welding sleeves, gloves, helmets, helmet lenses, and respirators
3 to perform their work duties, Defendants have violated Labor Code § 2802.

4 49. Plaintiff and the members of the Employee Expense Class are entitled to attorneys'
5 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

6 50. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
7 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
8 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
9 from the date on which they incurred the initial necessary expenditure.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY ALL AGREED-UPON WAGES INCLUDING BONUS WAGES**
12 **ACCRUED**

13 **(AGAINST ALL DEFENDANTS)**

14 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 52. This cause of action is brought pursuant to Labor Code §§ 204 and 221-223 which
16 provide that all non-exempt employees are entitled to be paid all agreed-upon wages owed,
17 inclusive of bonus wages accrued and provide a right of action for the failure to pay all agreed-
18 upon wages owed for all work performed.

19 53. At all times relevant herein, Defendants were required to properly compensate
20 Plaintiff and the members of the Agreed-Upon Wage Class for all hours worked at the agreed-
21 upon wages, inclusive of bonus wages accrued, pursuant to California Labor Code §§ 221-223.
22 At all relevant times herein, Defendants required Plaintiff and the members of the Agreed-Upon
23 Wage Class to remain under Defendants' control and perform work without paying them all
24 agreed-upon wages owed, including bonus wages accrued, which resulted in Plaintiff and the
25 members of the Agreed-Upon Wage Class earning less than all agreed-upon wages owed for their
26 work. This pattern and practice by Defendants of failing to pay all agreed-upon wages owed,
27 inclusive of bonus wages for all work performed violates the Labor Code and constitutes unjust
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1 enrichment.

2 54. Pursuant to Labor Code § 204, all wages earned by any person in any employment
3 are due and payable twice during each calendar month, on days designated in advance by the
4 employer at the regular pay days. All wages earned for labor in excess of the normal work period
5 shall be paid no later than the payday for the next regular payroll period.

6 55. Pursuant to Labor Code § 204.1, commission wages paid to any person by an
7 employer are due and payable once during each calendar month on a day designated in advance
8 by the employer as the regular payday.

9 56. Plaintiff and other non-exempt employees earned agreed-upon wages including
10 bonus wages through their employment.

11 57. Defendants have refused to pay all of Plaintiff's agreed-upon wages including
12 bonus wages accrued. Defendants' failure to pay all agreed-upon wages including bonus wages
13 accrued was intentional and without cause or other reason.

14 58. The foregoing practices and policies are unlawful and create entitlement to
15 recovery by Plaintiff and the members of the Agreed-Upon Wage Class in a civil action for the
16 unpaid amount of agreed-upon wages owing, including interest thereon, as well as statutory
17 penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 318.5, 218.6, 221,
18 and 558, and California Code of Civil Procedure § 1021.5.

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20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

22 **(AGAINST ALL DEFENDANTS)**

23 59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 60. Pursuant to Labor Code § 1198.5, employers in California are required to provide
25 the requesting current or former employee a copy of the requesting current or former employee's
26 personnel files and records that relate to the current or former employee's performance or to any
27 grievance concerning the employee. The employer must provide the file within 30 days from the
28 date that the employer receives the written request.

1 61. Pursuant to Labor Code § 226 (b) and (c), employers in California are required to
2 provide the requesting current or former employee a copy of employment and payroll records
3 within 21 days of request for such records. A violation of subdivision (c) is an infraction.

4 62. Plaintiff requested his personnel and payroll records pursuant to Labor Code §§
5 1198.5 and 226 on approximately April 30, 2024. Defendants failed to provide all requested
6 records within the allotted time. In particular, to date, Defendants have not provided the incentive
7 plan and corresponding time records to permit Plaintiff to calculate whether his bonuses were
8 properly calculated.

9 63. Plaintiff has been prejudiced in his efforts to obtain relief by his inability to access
10 critical employment information.

11 64. Defendants have thus violated Labor Code sections §§ 1198.5 and 226 by failing
12 to provide complete employee personnel and payroll records within the allotted time of Plaintiff's
13 request. As a result, Plaintiff is entitled to recover the seven-hundred and fifty dollar (\$750)
14 penalty from Defendants, as well as attorney's fees, as provided by Labor Code §§ 226(f) and (h)
15 and 1198.5(k).
16

17 **EIGHTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

20 65. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
21 fully set forth herein.

22 66. Defendants have committed several Labor Code violations against Plaintiff,
23 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
24 within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other aggrieved
25 employees, brings this representative action against Defendants to recover the civil penalties due
26 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
27 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
28 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each

1 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
2 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
3 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
4 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
5 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
6 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
7 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
8 subsequent violation per employee per pay period for those violations of the Labor Code for which
9 no civil penalty is specifically provided, based on the following Labor Code violations:

- 10 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
11 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
12 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 13 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
14 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
15 1194, and 1198;
- 16 c. Failing to authorize and permit all legally required rest periods, and failure to
17 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
18 aggrieved employees at the regular rate of compensation in violation of Labor
19 Code §§ 226.7, 516 and 558;
- 20 d. Failing to provide all legally required meal periods, and failure to pay meal
21 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
22 employees at the regular rate of compensation in violation of Labor Code §§
23 226.7, 512, and 1198;
- 24 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved
25 employees for necessary business expenditures incurred by Plaintiff, and other
26 aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- 27 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
28

employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

- g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. Failing to pay Plaintiff and other aggrieved employees accrued paid sick leave at the regular rate of pay in violation of Labor Code §§ 233, 245.5, 246(b), and 246.5;
- j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5;
- k. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198; and
- l. Failure to pay all agreed-upon wages including bonus wages accrued in violation of Labor Code §§ 221-223).

67. On December 6, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 64 (a)-(1). Now that more than sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

68. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and

1 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
2 costs, which she is entitled to receive under California Labor Code § 2699(g).

3 **NINTH CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 69. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 70. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed in their affirmative obligation to provide all of their non-exempt employees in California,
9 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
10 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
11 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
12 Period Class at their respective regular rates of compensation, in accordance with California
13 Labor Code §§ 204, 210, 226.7, and 512.

14 71. As a result, Defendants are responsible for paying premium compensation for meal
15 period violations including interest thereon, as well as statutory penalties, civil penalties, and
16 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 5, and Civil Code §§
17 3287(b) and 3289.

18 **TENTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 73. Wage Order 1, § 12 and California Labor Code §§226.7 and 516 establish the right
23 of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes
24 net rest time for each four (4) hour period worked, or major fraction thereof.

25 74. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
26 of the Rest Period Class to take all legally compliant rest periods.

27 75. The foregoing violations create an entitlement to recovery by Plaintiff and other
28 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount

1 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
2 penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code
3 §§ 3287(b) and 3289.

4 **ELEVENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(AGAINST ALL DEFENDANTS)**

7 76. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 77. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
9 an employer to pay all wages immediately at the time of termination of employment in the event
10 the employer discharges the employee or the employee provides at least 72 hours of notice of
11 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
12 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
13 employee's last date of employment.

14 78. Defendants failed to timely pay Plaintiff and other members of the Waiting Time
15 Class all final wages due to them at the time of their separation including, among other things,
16 underpaid overtime wages owed, and meal and rest period premium wages. Further, Plaintiff is
17 informed and believes, and based thereon alleges, that as a matter of uniform policy and practice,
18 Defendants continue to fail to pay Plaintiff and other non-exempt employees all earned wages at
19 the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-
20 203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code §
21 203.

22 79. Defendants' willful failure to timely pay Plaintiff and other members of the
23 Waiting Time Class their earned wages upon separation from employment results in a continued
24 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
25 and other non-exempt employees are entitled to compensation pursuant to Labor Code § 203, plus
26 reasonable attorneys' fees and costs of suit.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 1 § 4(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 1 § 3(A);
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226;
7. Upon the Fourth Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;
9. Upon the Sixth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204 and 221-223;
10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code §§ 226 and 1198.5;
11. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial

violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5;

12. Upon the Ninth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

13. Upon the Tenth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

14. Upon the Eleventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code § 201-203;

15. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, and Code of Civil Procedure § 1021.5; and

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

Dated: October 21, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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Dated: October 21, 2025

By:

Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On November 10, 2025, I served the document listed below on the parties in this action as follows:

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

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 10, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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SERVICE LIST

I. Gordon Rees Scully Mansukhani, LLP
Jenna Halop, Esq.
Sara Moore, Esq.
315 Pacific Ave.
San Francisco, CA. 94111
jhalop@grsm.com
smoore@grsm.com
jxmartinez@grsm.com
tlindberg@grsm.com

Attorneys for Valmetal Tulare, Inc.