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13 and all others similarly situated.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF STANISLAUS**

16 SALVINO AMAYA, on behalf of himself  
17 and all others similarly situated

18 PLAINTIFF,

19 v.

20 DOCTORS MEDICAL CENTER OF  
21 MODESTO, INC., a California Corporation;  
22 and DOES 1 through 100, inclusive

23 DEFENDANTS.

Case No.: CV-26-001562

FIRST AMENDED COMPLAINT

1. **Illegal Rounding Violations;**
2. **Failure to Provide Meal Periods;**
3. **Failure to Provide Rest Periods;**
4. **Failure to Provide Accurate Wage Statements;**
5. **Failure to Pay All Wages Due at Separation;**
6. **Unfair Competition; and**
7. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL

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## I. INTRODUCTION

This is an action brought by Plaintiff SALVINO AMAYA (“Plaintiff”), on his behalf and all others similarly situated, against DOCTORS MEDICAL CENTER OF MODESTO, INC., a California Corporation, and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively “Defendants”) alleging, among other things violations of the California Labor Code and Unfair Competition Law. Plaintiff seeks damages, attorneys’ fees and costs of suit. Plaintiff is informed and believes, and on that basis alleges as follows:

## II. GENERAL ALLEGATIONS

1. This class action arises from wage and hour violations for, among other things, Defendants’ failure to compensate Defendants’ hourly non-exempt employees for all hours worked due to illegal rounding, provide meal breaks or meal period premium pay at the correct regular rate of pay in lieu thereof, provide rest breaks or rest period premium pay at the correct regular rate of pay in lieu thereof, provide accurate wage statements, and pay all wages due at separation.

2. Plaintiff seeks to represent the following Class:

All current and former California hourly non-exempt employees of Defendants who provide patient care services for Defendants at any time from four years prior to the filing of this action through the date of class certification. (The “Class”).

3. This Court is the proper court, and this action is properly filed in Stanislaus County and in this judicial district because Defendants do business in Stanislaus County, out of Modesto, California, and because Defendants’ obligations and liabilities arise therein.

4. Plaintiff is informed and believes and thereon alleges that Defendant DOCTORS MEDICAL CENTER OF MODESTO, INC., is a California Corporation, and is and has been an “employer” of Plaintiff and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Order at all relevant times.

5. The true names and capacities, whether individual, corporate, associate, or otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained.

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1           6.       Plaintiff is informed and believes, and thereon alleges, that each and all of the acts  
2 and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each  
3 acting as agents and/or employees, and/or under the direction and control of each of the other  
4 Defendants, and that said acts and failures to act were within the course and scope of said agency,  
5 employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges,  
6 that at all times material hereto Defendants were and are the agents of each other.

7           7.       Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 1  
8 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of  
9 Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff and the  
10 Class.

11           8.       At all relevant times alleged herein Plaintiff was employed by Defendants, and  
12 Plaintiff performed work for Defendants in Stanislaus County, California.

### 13           **III.     FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

14           9.       Plaintiff is a former hourly non-exempt employee for Defendants. Plaintiff and the  
15 Class worked as hourly non-exempt employees in the state of California for Defendants.

16           10.      Throughout the period of four years prior to the filing of this action through the  
17 date of class certification (“Class Period”), Plaintiff and all Class members were and are employees  
18 of Defendants in the state of California, entitled to all of the protections afforded to employees  
19 under the Labor Code and applicable IWC Wage Order.

20           11.      Defendants’ primary business is providing healthcare services. This work is  
21 accomplished in part by Plaintiff and the Class members.

22           12.      During the relevant time period, Defendants failed to pay all earned wages owed  
23 due to Defendants’ unlawful compensation practices, including but not limited to rounding of  
24 hours worked.

25           13.      During the relevant time period, Defendants failed to pay employees for all hours  
26 worked, meaning the time during which Plaintiff and the Class were subject to the control of  
27 Defendants, including all the time Plaintiff and the Class members were suffered or permitted to  
28 work, whether or not required to do so.

1           14. Defendants' conduct, as alleged herein, has caused Plaintiff and Class members  
2 damages including, but not limited to, loss of wages and compensation.

3           15. Plaintiff is a member of and seeks to be the representative for the Class of similarly  
4 situated employees who all have been exposed to, have suffered, and/or were permitted to work  
5 under, Defendants' unlawful employment practices as alleged herein.

6           16. Defendants are liable to Plaintiff and the Class for failing to pay all applicable  
7 wages for all hours worked, provide legally compliant meal and rest periods, provide accurate  
8 wage statements, and pay all wages owed upon termination, and unfair competition.

9           17. Throughout the Class Period, Defendants failed to authorize and permit legally  
10 compliant meal breaks. Plaintiff and Class members were assigned to and required to work shifts  
11 lasting over five (5) hours and were not provided nor allowed to take a timely, thirty (30) minute  
12 uninterrupted off-duty meal break without exemption. Plaintiff and Class members were assigned  
13 to and required to work shifts lasting over ten (10) hours and were not provided nor allowed to  
14 take a second timely, thirty (30) minute uninterrupted off-duty meal break without exemption.

15           18. Throughout the Class Period, Defendants failed and continue to fail to pay for meal  
16 period violations at the correct regular rate of pay.

17           19. Throughout the Class Period, Defendants failed to authorize and provide paid, net  
18 10-minute, duty-free rest periods compliant with the provisions of the California Labor Code and  
19 applicable Wage Order. Plaintiff and Class members were assigned to and required to work shifts  
20 lasting over four (4) hours and were not provided nor allowed to take a non-captive paid ten-minute  
21 uninterrupted rest break during each four (4) hour work period, or major fraction thereof, at the  
22 direction of Defendants and/or with Defendants knowledge and acquiescence.

23           20. Throughout the Class Period, Defendants failed and continue to fail to pay for rest  
24 period violations at the correct regular rate of pay.

25           21. The wage statements provided by Defendants failed to provide accurate  
26 information as to total hours worked, the net wages earned, or the gross wages earned.

27           22. The underpayment of wages upon Plaintiff and the Class are a consequence of  
28 Defendants' unlawful policies and practices which were centrally devised, implemented,

1 communicated, and applied to Plaintiff and the Class.

2 23. Because of Defendants' unlawful conduct, Plaintiff and the Class have been and  
3 continue to be systematically deprived of their rights and benefits under the Labor Code, and  
4 applicable IWC Wage Order to the detriment of himself and the Class at large.

5 **CLASS DEFINITION AND CLASS ALLEGATIONS**

6 24. Plaintiff brings this action on his own behalf and on behalf of all others similarly  
7 situated, and as a member of the following Class (and sub-classes) as defined as follows:

8 **The Class**

9 All current and former California hourly non-exempt employees of Defendants who  
10 provide patient care services for Defendants at any time from four years prior to the  
filing of this action through the date of class certification. (The "Class").

11 **Sub-Class 1**

12 All current and former California hourly non-exempt employees of Defendants who  
13 provide patient care services for Defendants at any time from four years prior to the  
14 filing of this action through the date of class certification and who worked at least  
one (1) shift subject to Defendants' rounding policy and practice. ("Rounding" Sub-  
Class).

15 **Sub-Class 2**

16 All current and former California hourly non-exempt employees of Defendants who  
17 provide patient care services for Defendants at any time from four years prior to the  
filing of this action through the date of class certification who worked at least one  
shift of more than six (6) hours. ("Meal Period" Sub-Class).

18 **Sub-Class 3**

19 All current and former California hourly non-exempt employees of Defendants who  
20 provide patient care services for Defendants at any time from four years prior to the  
21 filing of this action through the date of class certification who worked at least one  
shift of three and a half (3.5) hours or more. ("Rest Period" Sub-Class).

22 **Sub-Class 4**

23 All current and former California hourly non-exempt employees of Defendants who  
24 provide patient care services for Defendants at any time from one (1) year prior to  
the filing of this action through the date of class certification who were provided a  
wage statement. ("Pay Stub" Sub-Class).

25 **Sub-Class 5**

26 All former California hourly non-exempt employees of Defendants who provided  
27 patient care services for Defendants at any time from at any time from three (3)  
28 years prior through the date of class certification who are members of Sub-Class 1  
and/or 2 and/or 3. ("Waiting Time Penalties" Sub-Class).

1           25. Plaintiff reserves the right to amend or otherwise alter the class definition(s)  
2 presented to the Court at the appropriate time, or to alter, propose or eliminate subclasses, in  
3 response to facts learned through discovery, legal arguments advanced by Defendants or  
4 otherwise.

5           26. Further, this action is brought for the benefit of the public, who are entitled to  
6 restitution of those funds improperly withheld by Defendants.

7           27. This action has been brought and may be properly maintained as a class action  
8 pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

9           28. **Numerosity:** Members of the Class are so numerous that their individual joinder is  
10 impracticable. It is possible to ascertain the number of former and current employees who are  
11 members of the proposed class, but they are so numerous that joinder is impracticable. The  
12 proposed Class includes future employees (persons who are hired by Defendants within the  
13 relevant time period, but who are not now class members as current or former employees) whose  
14 joinder is currently impossible. The precise number of Class members and their addresses can be  
15 determined by Defendants' business records and will become known to Plaintiff through  
16 discovery. Class members may be notified of the pendency of this action by mail, e-mail, the  
17 internet, or published and posted notice.

18           29. **Typicality:** Plaintiff's claims are typical of the claims of members of the proposed  
19 Class. Defendants employed Plaintiff during the statutory period, and Plaintiff has been subjected  
20 to Defendants' unlawful employment practices, as alleged in this Complaint.

21           30. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect the  
22 interests of the class. Plaintiff's interests do not conflict with Class members' interests, and  
23 Plaintiff has retained competent and experienced counsel. The interests of Class members will be  
24 fairly and adequately protected by Plaintiff and his counsel.

25           31. **Common Questions of Law and Fact:** Common questions of law and fact exist  
26 as to all Class members and predominate over any questions affecting solely individual members  
27 of the Class members:

28           a. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and

1 the members of the Class the full amount of wages based on Defendants' unlawful  
2 rounding policies and/or practices in violation of Labor Code §§510, 1194, and  
3 1194.2;

4 b. Whether Defendants improperly retained, appropriated or deprived Plaintiff and  
5 the Class members of the use of monies or sums to which they were legally  
6 entitled;

7 c. Whether Defendants engaged in unfair business practices;

8 d. Whether Defendants were participants in the alleged unlawful conduct;

9 e. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff  
10 and the members of the Class paid rest periods or premium pay at the regular rate  
11 of pay in lieu thereof in violation of IWC Wage Order No. 5-2001 and Labor Code  
12 §226.7;

13 f. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff  
14 and the members of the Class meal periods or premium pay at the regular rate of  
15 pay in lieu thereof in violation of IWC Wage Order No. 5-2001 and Labor Code  
16 §§ 226.7, 512;

17 g. Whether Defendants engaged in unfair practice and violated California Business  
18 and Professions Code §17200;

19 h. Whether Defendants failed to provide accurate wage statements to Plaintiff and  
20 the members of the Class;

21 i. Whether Defendants violated Labor Code §203 by failing to pay all wages due  
22 upon separation; and

23 j. The nature and extent of class-wide injury and measure of damages for the injury

24 32. **Superiority and Substantial Benefit:** A Class action is the superior method for  
25 the fair and efficient adjudication of this controversy. Defendants implemented illegal schemes  
26 that are generally applicable to the members of the proposed Class and sub-classes. Damages  
27 suffered by each Class member may be relatively small given the burden and expense of individual  
28 prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further,

1 it would be virtually impossible for the Class members to redress the wrongs done to them on an  
2 individual basis. Even if Class members could afford such individual litigation, the court system  
3 could not. By contrast, the Class action device presents far fewer management difficulties, and  
4 provides the benefits of a single adjudication, economies of scale, and comprehensive supervision  
5 by a single court.

6 33. Plaintiff knows of no difficulty that will be encountered in the management of this  
7 litigation that would preclude its maintenance as a Class action. Plaintiff is informed and believes,  
8 and on that basis alleges, that the amount of money due each Class member as economic damages  
9 is ascertainable from Defendants' records or may readily be determined by other means.

10 34. The Class should also be certified because:

- 11 a. The prosecution of separate actions by individual Class members would  
12 create a risk of inconsistent or varying adjudications with respect to  
13 individual Class members, which would establish incompatible standards  
14 of conduct for Defendants;
- 15 b. The prosecution of separate actions by individual Class members creates  
16 the risk of adjudication with respect to them, which would, as a practical  
17 matter, be dispositive of the interests of the other Class members not parties  
18 to the adjudications, or would substantially impair or impede their ability  
19 to protect their interests; and
- 20 c. Defendants have acted or refused to act on grounds generally applicable to  
21 the Class, and/or general public, thereby making appropriate final and  
22 injunctive relief with respect to the Class as a whole.

### 23 **FIRST CAUSE OF ACTION**

#### 24 **ILLEGAL ROUNDING VIOLATIONS**

##### 25 **Violation of Labor Code §§ 510, 1194, 1194.2, 1197 & Wage Order No. 5-2001**

26 (Against all Defendants)

27 35. Plaintiff restates and incorporates by reference each and every allegation contained  
28 in paragraphs 1 through 34, inclusive, as though fully set forth herein.

36. Labor Code §510 mandates: "Eight hours of labor constitutes a day's work. Any  
work in excess of eight hours in one workday and any work in excess of 40 hours in any one  
workweek and the first eight hours worked on the seventh day of work in any one workweek shall

1 be compensated at the rate of no less than one and one-half times the regular rate of pay for an  
2 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less  
3 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours  
4 on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular  
5 rate of pay of an employee. Nothing in this section requires an employer to combine more than  
6 one rate of overtime compensation in order to calculate the amount to be paid to an employee for  
7 any hour of overtime work.” The California overtime requirement and wage requirement are  
8 nonwaivable rights pursuant to LC §219.

9       37. Labor Code §1194(a) states: “Notwithstanding any agreement to work for a lesser  
10 wage, any employee receiving less than the legal minimum wage or the legal overtime  
11 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance  
12 of the full amount of this minimum wage or overtime compensation, including interest thereon,  
13 reasonable attorney’s fees, and costs of suit.”.

14       38. Labor Code §1194.2 provides: “In any action under Section 98, 1193.6, 1194, or  
15 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by  
16 an order of the commission or by statute, an employee shall be entitled to recover liquidated  
17 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

18       39. Further, pursuant to Labor Code §1197, payment of less than the minimum wage  
19 fixed by the Labor Commission is unlawful.

20       40. Pursuant to the Labor Code and California Industrial Welfare Commission (“IWC”)  
21 Wage Order 5-2001, Defendants are required to pay class members for all hours worked, meaning  
22 the time during which an employee is subject to the control of an employer, including all the time  
23 the employee is suffered or permitted to work, whether or not required to do so.

24       41. Plaintiff and Class Members were entitled to receive not less than minimum wage  
25 for all hours worked.

26       42. Plaintiff is informed, believes, and thereon alleges that Defendants’ rounding policy  
27 and practice, resulted in compensable hours worked by Plaintiff and the Class members which  
28 were unpaid. Because Defendants required class members to remain under Defendants’ control

1 without paying, this resulted in class members earning less than the legal applicable minimum  
2 wage for all hours worked. Defendants' rounding policy disproportionately impacts hourly  
3 employees which results in lost wages for hourly employees for all hours worked.

4 43. During the Class period, Defendants systematically, routinely, and willfully failed  
5 to pay Plaintiff and Class members regular minimum wages, due to its illegal policy and practice.

6 44. Defendants' rounding policy is designed in such a way that it deprives Plaintiff and  
7 the Class members of all wages for all time worked. As a result of the Defendants' unfair policy  
8 and practice, Plaintiff and all class members have been systematically underpaid during the  
9 relevant time period. Plaintiff is informed and believes and thereon alleges that he and the Class  
10 were not paid for all time worked.

11 45. As a direct result, Plaintiff and the Class members have suffered, and continue to  
12 suffer, substantial damages in an amount to be proven at trial, and are entitled to all appropriate  
13 legal remedies provided by the California Labor Code and IWC Wage Order 5-2001, including  
14 unpaid wages, liquidated damages, interest, attorneys' fees and costs of suit.

15 46. Pursuant to Labor Code §§ 1194, 1194.2, Plaintiff and Class members are entitled  
16 to recover the unpaid balance of the full amount of wages owing, calculated at the appropriate rate,  
17 and liquidated damages for failure to pay the minimum wage.

18 47. Plaintiff, and the Class, are entitled to and seek attorneys' fees and costs, and  
19 interest pursuant to Labor Code § 1194 in an amount to be determined at trial.

## 20 **SECOND CAUSE OF ACTION**

### 21 **FAILURE TO PROVIDE MEAL PERIODS**

#### 22 **Violation of Labor Code §§226.7, 512, & Wage Order No. 5-2001**

23 (Against all Defendants)

24 48. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,  
25 paragraphs 1 through 34 of this Complaint.

26 49. Labor Code §226.7 requires an employer to pay one additional hour of  
27 compensation, at the regular rate of pay, per day for each meal period the employer fails to provide  
28 pursuant to the Labor Code and/or applicable Wage Order. Plaintiff alleges that Defendants failed

1 to provide legally compliant meal periods to Plaintiff and the Class members; in addition to  
2 impeding, discouraging, and/or dissuading employees from taking legally compliant meal periods.  
3 Employees are entitled to a meal period of at least thirty (30) minutes per five (5) hours work  
4 period. Plaintiff and the Class members consistently worked over six (6) hours and/or ten (10)  
5 hours in a shift without the requisite number of compliant meal periods due to Defendants' policy  
6 of failing to provide Plaintiff and the Class complaint meal periods and/or discouraging, dissuading  
7 and/or impeding Plaintiff and the Class members from taking meal periods.

8         50. Pursuant to Labor Code §512 and IWC Wage Order 5-2001, employees are entitled  
9 to a meal period of at least thirty (30) minutes, uninterrupted, per five (5) hour work period.

10         51. Section 11 of Wage Order 5-2001 applies to Plaintiff and the Class members, and  
11 provides, in pertinent part, that if an employer fails to provide an employee a legally compliant  
12 meal period in accordance with the applicable provisions of this Order, the employer shall pay the  
13 employee one hour of pay at the employee's regular rate of compensation for each workday that  
14 the meal period was not provided.

15         52. Defendants failed to provide, impeded and/or discouraged Plaintiff and the Class  
16 from taking meal breaks of not less than thirty (30) minutes as required by the Labor Code, and  
17 IWC Wage Order No. 5-2001.

18         53. By its actions in failing to relieve Plaintiff and the Class of their duties for timely,  
19 uninterrupted, off-duty meal periods, Defendants violated California Labor Code §226.7 and §11  
20 of IWC Wage Order No. 5-2001, and are liable to Plaintiff and the Class.

21         54. Pursuant to Labor Code §226.7, Plaintiff and the Class are entitled to damages in  
22 an amount equal to one (1) hour of pay at no less than the regular rate of compensation per missed  
23 meal break per day, in a sum to be proven at trial.

24         55. Pursuant to Labor Code §218.5, Plaintiff and the Class seek attorney fees and costs  
25 for the non-payment of these wages of one (1) hour of pay at no less than the regular rate of  
26 compensation. *Betancourt v. OS Restaurant Services, LLC* (2022) 83 Cal.App.5th 132.

27         56. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff and the Class  
28 Members seek recover of pre-judgment interest on all amounts recovered herein

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **Violation of Labor Code §§226.7, 512 & Wage Order 5-2001**

4 (Against all Defendants)

5 57. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,  
6 paragraphs 1 through 34 of this Complaint.

7 58. Labor Code §226.7(b) provides that “An employer shall not require an employee  
8 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or  
9 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational  
10 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”.

11 59. Section §12 of the IWC Wage Order No. 5-2001 states: “Every employer shall  
12 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the  
13 middle of each work period. The authorized rest period time shall be based on the total hours  
14 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction  
15 thereof. However, a rest period need not be authorized for employees whose total daily work time  
16 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours  
17 worked for which there shall be no deduction from wages.”

18 60. Labor Code §226.7(b) and Section 12(B) of the Wage Order require an employer  
19 to pay one additional hour of compensation, at the regular rate of pay, per day for each rest period  
20 the employer failed to provide pursuant to the Labor Code and/or applicable Wage Order.

21 61. Plaintiff and the Class members were entitled to a non-captive, duty-free, paid rest  
22 period of not less than ten (10) minutes for every four hours worked or major fraction thereof.

23 62. During the Class period, Defendants failed to provide legally compliant noncaptive  
24 ten (10) minute paid rest periods to Plaintiff and the Class members.

25 63. Defendants’ policies and practices fail to permit Plaintiff and the Class members to  
26 leave the workplace during rest periods, wherein Defendants fail to relinquish control over how  
27 Plaintiff and the Class members spend their rest breaks.

28 64. As such, as a matter of Defendants’ established company policy, Defendants failed

1 to authorize and permit all required paid rest periods established by Labor Code §§226.7 and 516  
2 and Section 12 of the applicable Wage Order.

3 65. As a result of the unlawful acts of Defendants, Plaintiff and the Class members have  
4 been deprived of legally compliant paid rest breaks and are entitled to recover damages under  
5 Labor Code §226.7(b) and §12 of IWC Wage Order No. 5-2001 in the amount of one additional  
6 hour of compensation at their regular rate of pay for each day a paid rest break was not provided.

7 66. Pursuant to Labor Code §218.5, Plaintiff and the Class seek attorney fees and costs  
8 for the non-payment of these wages of one (1) hour of pay at no less than the regular rate of  
9 compensation. *Betancourt v. OS Restaurant Services, LLC* (2022) 83 Cal.App.5th 132.

10 67. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff and the Class  
11 Members seek recover of pre-judgment interest on all amounts recovered herein.

#### 12 **FOURTH CAUSE OF ACTION**

#### 13 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

#### 14 **Violation of Labor Code §226**

15 (Against all Defendants)

16 68. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,  
17 paragraphs 1 through 34 of this Complaint.

18 69. California Labor Code §226 provides:

19 (a) Every employer shall, semimonthly or at the time of each payment of wages,  
20 furnish each of his or her employees, either as a detachable part of the check, draft,  
21 or voucher paying the employee's wages, or separately when wages are paid by  
22 personal check or cash, an accurate itemized statement in writing showing (1) gross  
23 wages earned, (2) total hours worked by the employee, except for any employee  
24 whose compensation is solely based on a salary and who is exempt from payment  
25 of overtime under subdivision (a) of Section 515 or any applicable order of the  
26 Industrial Welfare Commission, (3) the number of piece-rate units earned and any  
27 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
28 provided that all deductions made on written orders of the employee may be  
aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of  
the period for which the employee is paid, (7) the name of the employee and only  
the last four digits of his or her social security number or an employee identification  
number other than a social security number, (8) the name and address of the legal  
entity that is the employer..., and (9) all applicable hourly rates in effect during the  
pay period and the corresponding number of hours worked at each hourly rate by

the employee...

70. Section 7(A) of the Wage Order requires accurate information pertaining to total wages paid each payroll period, total hours worked in the payroll period and applicable rates of pay, and incentive plan formula provided to the employees.

71. Labor Code §226(e) provides that an employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation of §226 occurs and one hundred dollars (\$100) for each subsequent pay period not to exceed an aggregate penalty of four thousand dollars (\$4,000), as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely and accurate itemized statements to the employees.

72. At all material times, Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with wage statements reflecting the accurate information inclusive of the amount of gross wages earned, net wages earned, the total hours worked; and list meal and rest period premium payments on the wage statements.

73. Plaintiff and the Class members suffered injury as a result of Defendants' knowing and intentional failure to provide accurate itemized wage statements as Plaintiff and the Class members were owed but not paid compensation for all hours worked and premium payments for rest and meal period violations which were not reflected on the wage statements. Plaintiff and the Class members suffered injury as a reasonable person could not promptly and easily determine from the wage statements alone the accurate amount of gross wages, the net wages earned for the pay period, and/or the number of rest period premium payments on the wage statements.

74. Plaintiff and the Class members are entitled to damages of statutory penalties pursuant to Labor Code §226(e) for these violations, in an amount to be determined at trial.

75. Plaintiff and the Class members are entitled to and seek costs and reasonable attorneys' fees pursuant to Labor Code §226(e) Plaintiff further seeks injunctive relief and reasonable attorneys' fees and costs pursuant to Labor Code §226(h).

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION**

3 **Violation of Labor Code §§201, 203**

4 (Against all Defendants)

5 76. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,  
6 paragraphs 1 through 34 of this Complaint.

7 77. Plaintiff and the Class members whose employment ended with Defendants during  
8 the relevant time period were entitled to be promptly paid all earned and unpaid wages at the time  
9 of termination, as required pursuant to Labor Code §§201 and 202, et seq. Defendants refused  
10 and/or intentionally failed to promptly compensate Plaintiff and the other Class members all earned  
11 wages and/or rest period premium pay and/or meal period premium pay at the time of separation.  
12 Based on this Plaintiff and the Class members seek and are entitled to damages in the form of  
13 statutory waiting time penalties pursuant to Labor Code §203.

14 78. Plaintiff and the Class members whose employment terminated during the relevant  
15 time period were employees of Defendants covered by Labor Code §203.

16 79. Accordingly, pursuant to Labor Code §203, Plaintiff and the Class members are  
17 entitled to waiting time penalties at an amount to be proven at trial.

18 **SIXTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

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

21 (Against all Defendants)

22 80. Plaintiff and the class re-allege and incorporate by reference and re-allege each and  
23 every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint  
24 as if fully set forth herein.

25 81. Beginning on an exact date unknown to Plaintiff but believed to have occurred at  
26 least since four (4) years before the filing of this action, Defendants have engaged in a pattern and  
27 practice of acts of unfair competition in violation of Business and Professions Code §17200,  
28 including the practices alleged herein.

1           82. Defendants, and each of them, are “persons” as defined by Business and  
2 Professions Code §17201.

3           83. Plaintiff seeks to enforce important rights affecting the public interest. Plaintiff sues  
4 on his own behalf and on behalf of the current, former, and future employees of the Defendants  
5 that were required to work without receiving the full amount of wages owed in violation of the  
6 Labor Code and other state and/or federal laws and regulations.

7           84. Plaintiff and the Class have suffered injuries-in-fact and have lost money as a result  
8 of the Defendants’ unfair competition alleged herein.

9           85. Defendants have previously or continue to engage in unlawful, unfair, and/or  
10 fraudulent business practices, as alleged in this Complaint, in violation of California’s Business  
11 and Professions Code §17200 *et seq.* by:

- 12           a. Failing and refusing to pay Plaintiff and the Class members the full amount of  
13           minimum compensation in violation of Labor Code §§ 510, 1194, 1194.2 for  
14           failing to pay Plaintiff and the Class for all hours worked;
- 15           b. Failing and refusing to provide Plaintiff and the Class members legally compliant  
16           non-captive, paid, ten-minute rest periods or premium payments at the regular rate  
17           of pay in lieu thereof, in violation of Labor Code §§226.7, 512 and IWC Wage  
18           Order No. 5-2001;
- 19           c. Failing and refusing to provide Plaintiff and the Class members legally compliant,  
20           uninterrupted, meal breaks or premium payments at the regular rate of pay in lieu  
21           thereof, in violation of Labor Code §§226.7, 512 and IWC Wage Order No. 52001;

22           86. All of these allegations constitute unfair business practices and/or unlawful  
23 business practices in violation of California Business and Professions Code §17200, *et seq.*

24           87. As a result of Defendants’ unfair business practices, Defendants have reaped unfair  
25 benefits and illegal profits at the expense of Plaintiff, the Class members, and others similarly  
26 situated, and the members of the public. Defendants should be made to disgorge their ill-gotten  
27 gains and to restore them to the Class, including Plaintiff.

28           88. Plaintiff and the Class members seek full restitution of said monies, as necessary

1 and according to proof, to restore any and all monies withheld and/or acquired by Defendants by  
2 means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff  
3 seeks, on behalf of all current and former employees of Defendants, restitution of monies retained  
4 by Defendants. Plaintiff further seeks on behalf of himself and the Class members, the appointment  
5 of a receiver, as necessary, to establish the total restitutionary relief from Defendants. The  
6 restitution includes all wages withheld by Defendants as a result of the unfair, unlawful, and/or  
7 fraudulent business practices; including interest thereon. Absent a statutory provision specifically  
8 governing the type of claim at issue, the prejudgment interest rate is 10 percent. The acts  
9 complained of herein occurred, at least in part, within the last four (4) years preceding the filing  
10 of the Complaint.

11 89. Plaintiff is informed and believes and thereon allege that at all times herein  
12 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices  
13 prohibited by California Business and Professions Code §17200, thereby depriving their  
14 employees and the Class members, the minimum working condition, standards and conditions due  
15 to them under the California labor laws and Industrial Welfare commission wage orders as  
16 specifically described herein. Plaintiff further seeks an order requiring Defendants to identify by  
17 full name, telephone number, and last known address employees who worked or still work for  
18 Defendants for the Class members from four (4) years preceding the filing of the original  
19 Complaint through the date of class certification. Plaintiff further seeks an order requiring  
20 Defendants to timely pay restitution to all current and former employees, including back wages,  
21 and interest.

22 90. By and through its unfair, unlawful, and/or fraudulent business practices and acts  
23 described herein, Defendants have obtained valuable services from Plaintiff and all persons  
24 similarly situated, and has deprived Plaintiff and all persons similarly situated of valuable rights  
25 and benefits guaranteed by law, all to their detriment.

26 91. Plaintiff, and all persons similarly situated, and all persons in interest, are entitled  
27 to and do seek such relief as may be necessary to restore to them the money and property which  
28 Defendants have acquired, or of which Plaintiff and class members have been deprived by mean

1 of the herein described unfair, unlawful, and/or fraudulent business practices.

2 92. Plaintiff, and all persons similarly situated, and all persons in interest, are further  
3 entitled to and do seek a declaration that the above-described business practices are unfair,  
4 unlawful, and/or fraudulent, and declaratory relief of Defendants engaging in any of the herein  
5 described unfair, unlawful, and/or fraudulent business practices.

6 93. Plaintiff and the Class members request attorney's fees and costs pursuant to Code  
7 of Civil Procedure §1021.5 since this action is brought to vindicate important rights of a large class  
8 and the public.

9 **SEVENTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **Violation of Labor Code §§ 2698, *et seq.***

12 (Against all Defendants)

13 94. Plaintiff on behalf of himself and on behalf of all other aggrieved employees herein  
14 re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 34  
15 of this Complaint.

16 95. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004,  
17 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development  
18 Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or  
19 employees for a violation of the Labor Code, may be recovered through a civil action by an  
20 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current  
21 or former employees.

22 96. Whenever the LWDA, or any of its departments, divisions, commissions, boards,  
23 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized  
24 to exercise the same discretion, subject to the same limitations and conditions to assess a civil  
25 penalty.

26 97. Plaintiff and Defendants' non-exempt hourly employees are "aggrieved  
27 employees" as defined by Labor Code §2699, in that they are all current or former employees of  
28 Defendants, and one or more of the alleged violations was committed against them.

1           98. Plaintiff gave written notice electronically to the LWDA, and by certified mail to  
2 Defendants of the specific provisions of this code alleged to have been violated, including the facts  
3 and theories to support the alleged violations as required by Labor Code §2699.3. More than 65  
4 days have lapsed since notice to the LWDA and the LWDA has not responded to Plaintiff's notice.  
5 Accordingly, Plaintiff may commence a civil action to recover civil penalties on behalf of other  
6 current and former employees under Labor Code §2699 pursuant to §2699.3.

7           99. Plaintiff asserts claims of record keeping violations against Defendants,  
8 individually and on behalf of all aggrieved employees in his capacity as private attorney general  
9 and seeks all applicable civil penalties available under the Labor Code.

10          100. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of the  
11 aggrieved employees, requests and seeks to recover from the Defendants applicable penalties  
12 related to Defendants' record keeping violations, in violation of Labor Code §§1198.5(a)-(b),  
13 226(b)-(c), 1174 and Wage Order 52001(7)(A)-(C). Plaintiff is further entitled to attorneys' fees  
14 and costs pursuant to Labor Code §2699(k)(1), as well as all civil penalties, including, but not  
15 limited to:

- 16           a. Penalties under Labor Code §226.3, in addition to and entirely independent and  
17 apart from other penalties provided in the Labor Code, in the amount of \$250 for  
18 each aggrieved employee per pay period for each violation, and \$1,000 for each  
19 aggrieved employee per pay period for each subsequent violation;
- 20           b. Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely  
21 independent and apart from other penalties provided in the Labor Code and for  
22 Labor Code violations without a specific civil penalty, in the amount of \$100 for  
23 each aggrieved employee per pay period for each violation, or pursuant to Labor  
24 Code §2699(f)(2)(B) for \$200 for each aggrieved employee per pay period for  
25 each violation.

26          101. Any and all additional civil penalties and sums as provided by the Labor Code  
27 and/or other statutes.

28          102. Plaintiff seeks and is entitled to have 65% of all penalties obtained be allocated to

1 the LWDA and 35% to aggrieved employees.

2 103. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs  
3 pursuant to Labor Code §§2699(k)(1).

#### 4 **IV. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment as follows:

- 6 1. An order that the action be certified as a class action;
- 7 2. An order that Plaintiff be appointed class representative;
- 8 3. An order that counsel for Plaintiff be appointed class counsel;
- 9 4. An order requiring Defendants to identify, by name, address and telephone number all  
10 current and former employees of Defendants, that are covered by the Class Definition,  
11 for the period of four (4) years prior to the filing of this action through the date of class  
12 action certification;
- 13 5. For all unpaid wages due to Plaintiff and each Class member in amounts to be proven  
14 at trial;
- 15 6. For recovery as authorized by Labor Code §226(e);
- 16 7. For all applicable statutory penalties, in amounts to be proven at trial;
- 17 8. For general damages including compensatory damages according to proof;
- 18 9. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as  
19 Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution,  
20 and/or deemed equitable by the Court;
- 21 10. For all applicable interest on damages, wages, and penalties due;
- 22 11. For injunctive relief to prevent further violations of the California Labor Code;
- 23 12. For declaratory relief that Defendants engaged in unfair practices;
- 24 13. For declaratory relief that Defendants violated Labor Code §§ 201-203, 226, 226.7,  
25 510, 512, 1194, 1194.2 and 1197;
- 26 14. For restitution of all moneys due to Plaintiff and Class members, and disgorged profits  
27 from the unlawful and/or unfair business practices of Defendants, pursuant to  
28 California Business & Professions Code §17200;

- 1 15. For one (1) hour of pay at each of the employees' regular rate of compensation for each  
2 workday that a legally compliant rest break was not provided;
- 3 16. For one (1) hour of pay at each of the employees' regular rate of compensation for each  
4 workday that a legally compliant meal break was not provided
- 5 17. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§226(e) and  
6 (h), 1194(a), 218.5, 2699(k)(1), Code of Civil Procedure §1021.5, et seq., and all other  
7 applicable law;
- 8 18. On behalf of Plaintiff and all other aggrieved employees and the LWDA, for all civil  
9 penalties authorized by Labor Code §2699, including but not limited to:
- 10 a. For civil penalties per Labor Code §226.3 in the amount of \$250 for each  
11 aggrieved employee per pay period for each violation, and \$1,000 for each  
12 aggrieved employee per pay period for each subsequent violation;
- 13 b. For civil Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely  
14 independent and apart from other penalties provided in the Labor Code and for  
15 Labor Code violations without a specific civil penalty, in the amount of \$100  
16 for each aggrieved employee per pay period for each violation, or pursuant to  
17 Labor Code §2699(f)(2)(B) for \$200 for each aggrieved employee per pay  
18 period for each violation, and;
- 19 19. For all such other and further relief that the Court may deem just and proper.

20 Date: June 23, 2026

**THE MYERS LAW GROUP, A.P.C.**

21  
22 By:   
23 Jason Hatcher,  
24 Cassandra A. Castro,  
25 Andriana N. Bravo  
26 Attorneys for Plaintiff and all others similarly  
27 situated  
28

**PROOF OF SERVICE**

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730.

On June 23, 2026, I served the foregoing document described as **FIRST AMENDED COMPLAINT** by serving the interested parties in this action addressed as follows:

|                                                                                                                                                                                                      |                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Michael S. Turner, Esq.<br><a href="mailto:mturner@hillfarrer.com">mturner@hillfarrer.com</a><br>Sean McLoughlin, Esq.<br><a href="mailto:smcloughlin@hillfarrer.com">smcloughlin@hillfarrer.com</a> | <b>HILL, FARRER &amp; BURRILL LLP</b><br>City National Plaza<br>515 S. Flower Street, 7 <sup>th</sup> Floor<br>Los Angeles, CA 90071 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

I am “readily familiar” with the firm’s practice of services of process. Under that practice, this document would be deposited:

\_\_\_\_\_ (BY MAIL): with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

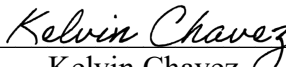
\_\_\_\_\_ (BY UPS) Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.

\_\_\_\_\_ (BY PERSONAL SERVICE) I caused such envelope(s) to be personally served by messenger to the above addresses(s)

  **X**   (BY ELECTRONIC SERVICE) I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is [kchavez@myerslawgroup.com](mailto:kchavez@myerslawgroup.com)

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

Executed June 23, 2026 at Rancho Cucamonga, California.

  
\_\_\_\_\_  
Kelvin Chavez