

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUN 22 2021

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and ROBERT SARABIA on behalf of themselves  
and all others aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

MICHELLE HELAIRE and ROBERT  
SARABIA, on behalf of themselves and all  
others aggrieved,

Plaintiffs,

v.

AEROTEK, INC., doing business as ASTON  
CARTER, a Maryland corporation;  
SMITHFIELD PACKAGED MEATS CORP.,  
dba SARATOGA FOOD SPECIALTIES, a  
Delaware corporation; KEVIN HOBBS, an  
individual, and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: CIVDS2014070

**SECOND AMENDED**  
**REPRESENTATIVE ACTION**

**COMPLAINT UNDER THE LABOR  
CODE PRIVATE ATTORNEYS'  
GENERAL ACT OF 2004 FOR CIVIL  
PENALTIES UNDER LABOR CODE  
SECTIONS 210, 226.3, 558, 1197.1 and 2699**

[Amount in Controversy Greater Than  
\$25,000.00]

**BY FAX**

COMES NOW Plaintiffs MICHELLE HELAIRE ("Ms. Helaire") and ROBERT SARABIA ("Mr. Sarabia" and together with Ms. Helaire, "Plaintiffs"), on behalf of themselves and all other aggrieved employees, and alleges as follows:

### **INTRODUCTION**

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), on behalf of Plaintiffs and all other aggrieved current and former employees of SMITHFIELD PACKAGED MEATS CORP., a Delaware corporation doing business as SARATOGA FOOD SPECIALTIES, and any of its respective subsidiaries or affiliated companies within the State of California ("SMITHFIELD"), AEROTEK, INC. doing business as ASTON CARTER, a Maryland corporation, and any of its respective subsidiaries or affiliated companies within the State of California ("AEROTEK"), as well as KEVIN HOBBS, an individual ("HOBBS" and, collectively with AEROTEK, SMITHFIELD, and DOES 1 through 100, inclusive, as further defined below, "Defendants").

2. At all relevant times mentioned herein, Defendants had and have a policy or practice of, at times, failing to pay overtime wages to Ms. Helaire and other non-exempt employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Ms. Helaire and other aggrieved employees working over eight (8) hours in a workday or forty (40) hours in a workweek; over twelve (12) hours in a workday; and/or seven (7) consecutive workdays in a workweek without being properly compensated for all hours worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek; all hours worked in excess of twelve (12) hours in a workday; and/or for all hours worked on the seventh consecutive workday in a workweek, as a result of, among other things, failing to pay Ms. Helaire or other aggrieved employees' wages for all time worked, including overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all hours actually worked; requiring employees to remain on call; failing to pay employees all overtime minutes worked at the proper overtime rate of pay; manipulating, editing, auto-deducting or rounding employee time worked; and/or engaging, suffering, or permitting employees to work off the clock, to the detriment of Ms. Helaire and other similarly aggrieved employees.

1           3.           At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
2 practice of, at times, failing to pay overtime wages to Mr. Sarabia and other non-exempt employees  
3 in the State of California in violation of California state wage and hour laws as a result of, without  
4 limitation, Mr. Sarabia and other aggrieved employees working over eight (8) hours in a workday  
5 or forty (40) hours in a workweek; over twelve (12) hours in a workday; and/or seven (7) consecutive  
6 workdays in a workweek without being properly compensated for all hours worked in excess of  
7 eight (8) hours in a workday or forty (40) hours in a workweek; all hours worked in excess of twelve  
8 (12) hours in a workday; and/or for all hours worked on the seventh consecutive workday in a  
9 workweek, as a result of, among other things, failing to pay Mr. Sarabia or other aggrieved  
10 employees' wages for all time worked, including overtime wages, as a result of, without limitation,  
11 failing to accurately track and/or pay for all hours actually worked; requiring employees to remain  
12 on call; failing to pay employees all overtime minutes worked at the proper overtime rate of pay;  
13 manipulating, editing, auto-deducting or rounding employee time worked; and/or engaging,  
14 suffering, or permitting employees to work off the clock, to the detriment of Mr. Sarabia and other  
15 similarly aggrieved employees.

16           4.           At all relevant times mentioned herein, Defendants had and have a policy or practice  
17 of, at times, failing to pay minimum wages to Ms. Helaire and other non-exempt employees in the  
18 State of California in violation of California state wage and hour laws as a result of, including but  
19 not limited to, Defendants failing to accurately track and/or pay for all hours actually worked;  
20 requiring employees to remain on call; manipulating, editing, auto-deducting or rounding employee  
21 time worked; and/or engaging, suffering, or permitting employees to work off the clock, to the  
22 detriment of Ms. Helaire and other similarly aggrieved employees.

23           5.           At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
24 practice of, at times, failing to pay minimum wages to Mr. Sarabia and other non-exempt employees  
25 in the State of California in violation of California state wage and hour laws as a result of, including  
26 but not limited to, SMITHFIELD failing to accurately track and/or pay for all hours actually worked;  
27 requiring employees to remain on call; manipulating, editing, auto-deducting or rounding employee  
28 time worked; and/or engaging, suffering, or permitting employees to work off the clock, to the

1 detriment of Mr. Sarabia and other similarly aggrieved employees.

2       6.       At all relevant times mentioned herein, Defendants had and have a policy or practice  
3 of, on occasion, failing to provide Ms. Helaire and other aggrieved employees a thirty (30) minute  
4 uninterrupted, timely, and complete meal period for days on which the employee worked in excess  
5 of five (5) hours in a workday; a second thirty (30) minute uninterrupted, timely, and complete meal  
6 period for days on which the employee worked in excess of ten (10) hours in a workday; or  
7 compensation in lieu thereof, as required by California wage and hour laws.

8       7.       At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
9 practice of, on occasion, failing to provide Mr. Sarabia and other aggrieved employees a thirty (30)  
10 minute uninterrupted, timely, and complete meal period for days on which the employee worked in  
11 excess of five (5) hours in a workday; a second thirty (30) minute uninterrupted, timely, and  
12 complete meal period for days on which the employee worked in excess of ten (10) hours in a  
13 workday; or compensation in lieu thereof, as required by California wage and hour laws.

14       8.       At all relevant times mentioned herein, Defendants had and have a policy or practice  
15 of, on occasion, failing to provide Ms. Helaire and other aggrieved employees paid, uninterrupted,  
16 timely, and complete rest periods of at least ten (10) minutes per four (4) hours worked or major  
17 fractions thereof, or compensation in lieu thereof, as required by California wage and hour laws.

18       9.       At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
19 practice of, on occasion, failing to provide Mr. Sarabia and other aggrieved employees paid,  
20 uninterrupted, timely, and complete rest periods of at least ten (10) minutes per four (4) hours  
21 worked or major fractions thereof, or compensation in lieu thereof, as required by California wage  
22 and hour laws.

23       10.       At all relevant times mentioned herein, Defendants had and have a policy or practice  
24 of, at times, failing to comply with Labor Code section 226, subdivision (a) by intentionally failing  
25 to furnish Ms. Helaire and other aggrieved employees with itemized wage statements that accurately  
26 reflect all gross wages earned; total hours worked by the employee; net wages earned; the name and  
27 address of the legal entity that secured the services of the employer; all applicable hourly rates in  
28

1 effect during the pay period and the corresponding number of hours worked at each hourly rate by  
2 the employee; and other such information as required by Labor Code section 226, subdivision (a).

3 11. At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
4 practice of, at times, failing to comply with Labor Code section 226, subdivision (a) by intentionally  
5 failing to furnish Mr. Sarabia and other aggrieved employees with itemized wage statements that  
6 accurately reflect all gross wages earned; total hours worked by the employee; net wages earned;  
7 the name and address of the legal entity that secured the services of the employer; all applicable  
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
9 hourly rate by the employee; and other such information as required by Labor Code section 226,  
10 subdivision (a).

11 12. At all relevant times mentioned herein, Defendants had and has a policy or practice  
12 of, on occasion, failing to timely pay Ms. Helaire and other aggrieved employees, among other  
13 wages, overtime wages, minimum wages, and/or premium wages owed to them upon termination  
14 and/or resignation, as required by Labor Code sections 201 and 202.

15 13. At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
16 practice of, on occasion, failing to timely pay Mr. Sarabia and other aggrieved employees, among  
17 other wages, overtime wages, minimum wages, and/or premium wages owed to them upon  
18 termination and/or resignation, as required by Labor Code sections 201 and 202.

19 14. At all relevant times mentioned herein, Mr. Sarabia alleges that SMITHFIELD has  
20 had a policy or practice of, at times, failing to provide Mr. Sarabia and other aggrieved employees  
21 with, or permit them inspection of, records pertaining to their employment, including wage  
22 statements and similar payroll documents under Labor Code section 226, documents signed to  
23 obtain or hold employment under Labor Code section 432, personnel records under Labor Code  
24 section 1198.5, and time records under Labor Code section 1174, to the detriment of Mr. Sarabia  
25 and all other aggrieved employees.

26 15. At all relevant times mentioned herein, Ms. Helaire alleges that Defendants have and  
27 had a policy or practice of, at times, failing to keep adequate or accurate time records required under  
28

1 Labor Code sections 226 and 1174, making it difficult for Ms. Helaire and other aggrieved  
2 employees to determine whether she and other aggrieved employees were appropriately paid.

3 16. At all relevant times mentioned herein, Defendants had and has a policy or practice  
4 of, at times, failing to reimburse Ms. Helaire and other aggrieved employees with the costs they  
5 incurred, including without limitation, in purchasing steel toe boots and laundering their uniforms  
6 separately from their other clothes, in furtherance of their work duties, as required by Labor Code  
7 section 2802.

8 17. At all relevant times mentioned herein, SMITHFIELD had and has a policy or  
9 practice of, at times, failing to reimburse Mr. Sarabia and other aggrieved employees with the costs  
10 they incurred, including without limitation, in purchasing steel toe boots and laundering their  
11 uniforms separately from their other clothes, in furtherance of their work duties, as required by  
12 Labor Code section 2802

13 18. At all relevant times mentioned herein, Defendants have had a policy or practice of  
14 at times, failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage  
15 Theft Protection Act of 2011) by, among other things, failing to provide Ms. Helaire and other  
16 aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment;  
17 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the  
18 name of the employer, including any "doing business as" names used, the name, address, and  
19 telephone number of the workers' compensation insurance carrier; information regarding paid sick  
20 leave; and other pertinent information required to be disclosed by Defendants under Labor Code  
21 section 2810.5.

22 19. At all relevant times mentioned herein, SMITHFIELD has had a policy or practice  
23 of at times, failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the  
24 Wage Theft Protection Act of 2011) by, among other things, failing to provide Mr. Sarabia and other  
25 aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment;  
26 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the  
27 name of the employer, including any "doing business as" names used, the name, address, and  
28 telephone number of the workers' compensation insurance carrier; information regarding paid sick

1 leave; and other pertinent information required to be disclosed by Defendants under Labor Code  
2 section 2810.5

3 20. At all relevant times mentioned herein, Defendants have had a policy or practice of  
4 failing to provide Ms. Helaire and other aggrieved employees with the amount of paid sick leave  
5 required to be provided pursuant to California law (including, without limitation Labor Code section  
6 246, *et seq.*), and also did not permit its use upon request as contemplated under California laws, to  
7 the detriment of Ms. Helaire and all other aggrieved employees.

8 21. At all relevant times mentioned herein, SMITHFIELD has had a policy or practice  
9 of failing to provide Mr. Sarabia and other aggrieved employees with the amount of paid sick leave  
10 required to be provided pursuant to California law (including, without limitation Labor Code section  
11 246, *et seq.*), and also did not permit its use upon request as contemplated under California laws, to  
12 the detriment of Mr. Sarabia and all other aggrieved employees.

13 22. At all relevant times mentioned herein, Defendants have had a policy or practice of ,  
14 at times, failing to pay employees their wages in accordance with Labor Code Section 204, which  
15 requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month  
16 shall be paid for between the 16th and 26th day of the month during which the labor was performed,  
17 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be  
18 paid for between the 1st and 10th day of the following month."

19 23. Plaintiffs, in their representative capacity, seek civil penalties under Labor Code  
20 sections 210, 226.3, 558, 1197.1, and 2699 for the herein-described acts, which violate the California  
21 Labor Code as described above, including on behalf of themselves and other aggrieved employees  
22 pursuant to PAGA.

## 23 PARTIES

### 24 A. Plaintiffs

25 24. Plaintiff, MICHELLE HELAIRE, is a resident of the State of California. At all  
26 relevant times herein, Ms. Helaire is informed and believes, and based thereon alleges that  
27 Defendants employed Ms. Helaire as a non-exempt employee, with duties that included, but were  
28 not limited to, cleaning the kitchen, bathroom and common areas. Ms. Helaire began working for

1 Defendants in approximately March of 2019 and worked through approximately September of 2019.  
2 Defendants paid (or purported to pay) Ms. Helaire an hourly wage for her services.

3 25. Plaintiff, ROBERT SARABIA, is a resident of the State of California. At all relevant  
4 times herein, Mr. Sarabia is informed and believes, and based thereon alleges that SMITHFIELD  
5 employed Mr. Sarabia as a non-exempt employee, with duties that included, but were not limited  
6 to, packaging meat into boxes and loading boxes onto a conveyor belt from December of 2019  
7 through March of 2020. SMITHFIELD paid (or purported to pay) Mr. Sarabia an hourly wage for  
8 his services.

9 **B. Defendants**

10 26. Ms. Helaire is informed and believes, and based thereon alleges, that defendant  
11 AEROTEK is, and at all times relevant hereto was, a corporation organized and existing under and  
12 by virtue of the laws of the State of Maryland, and doing business in the County of San Bernardino,  
13 State of California.

14 27. Plaintiffs are informed and believe, and based thereon alleges, that defendant  
15 SMITHFIELD is, and at all times relevant hereto was, a corporation organized and existing under  
16 and by virtue of the laws of the State of Delaware, and doing business in the County of San  
17 Bernardino, State of California.

18 28. Ms. Helaire is informed and believes, and based thereon allege, that defendant  
19 HOBBS is, an individual residing in the State of California and at all times relevant hereto is, the  
20 Plant Manager (or other person acting on behalf of employer SMITHFIELD) for SMITHFIELD's  
21 plant located in Eastvale, California. In that role, Ms. Helaire is informed and believes that he  
22 exercised control over the wages, hours and/or working conditions of Ms. Helaire and other  
23 aggrieved employees. Ms. Helaire is further informed and believes and based thereon alleges that,  
24 as such, HOBBS violated, or caused to be violated, the below-referenced Labor Code provisions  
25 and is thus liable under Labor Code section 558.1.

26 29. The true names and capacities, whether individual, corporate, associate, or otherwise,  
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,  
28 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474,

1 and Plaintiffs will amend this complaint to show their true names and capacities when the same have  
2 been ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the  
3 defendants designated herein as DOE is legally responsible in some manner for the unlawful acts  
4 referred to herein, and that Plaintiffs' damages were proximately caused by their conduct. Ms.  
5 Helaire is further informed and believes and based thereon alleges that the defendants collectively  
6 acted in all respects pertinent to this action as joint employers, and that each defendant acted in all  
7 respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,  
8 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally  
9 attributable to the other defendants.

#### 10 JURISDICTION

11 30. Jurisdiction exists in the Superior Court of the State of California pursuant to Code  
12 of Civil Procedure section 410.10.

13 31. Venue is proper in San Bernardino County in California pursuant to Code of Civil  
14 Procedure section 392, *et seq.* because, among other things, San Bernardino County is where  
15 defendant AEROTEK purports to reside and/or have its principal place of business.

16 32. Plaintiff Ms. Helaire is an "aggrieved employee" under PAGA, as she was employed  
17 by Defendants during the applicable statutory period and suffered one or more of the Labor Code  
18 violations set forth herein. Accordingly, Ms. Helaire seeks to recover, on behalf of herself and all  
19 other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA  
20 plus reasonable attorneys' fees and costs, as the term "civil penalty" is defined under *ZB N.A. v.*  
21 *Superior Court* (2019) 8 Cal.5th 175.

22 33. Plaintiff Mr. Sarabia is an "aggrieved employee" under PAGA, as he was employed  
23 by SMITHFIELD during the applicable statutory period and suffered one or more of the Labor Code  
24 violations set forth herein. Accordingly, Plaintiff Mr. Sarabia seeks to recover, on behalf of himself  
25 and all other aggrieved current and former employees of SMITHFIELD, the civil penalties provided  
26 by PAGA plus reasonable attorneys' fees and costs, as the term "civil penalty" is defined under *ZB*  
27 *N.A. v. Superior Court* (2019) 8 Cal.5th 175

28 / / /

1       34.       Plaintiffs seeks to recover the PAGA civil penalties through a representative action  
2 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*  
3 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA  
4 allegations described herein is not required.

5       35.       During the period beginning one (1) year preceding the provision of notice by Ms.  
6 Helaire to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty  
7 Period"), Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 226, 226.3,  
8 210, 246, 432, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 2802, 2699, and 2810.5, among  
9 others.

10       36.       During the period beginning one (1) year preceding the provision of notice by Sarabia  
11 to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"),  
12 Smithfield violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 226, 226.3, 210, 246,  
13 404, 432, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2802, 2699, and 2810.5, among others.

14       37.       Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees  
15 such as Plaintiffs, on behalf of themselves and all other aggrieved current and former employees  
16 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures  
17 specified in Labor Code section 2699.3.

18       38.       On or around February 14, 2020 and May 11, 2020, Ms. Helaire provided written  
19 notice under Labor Code section 2699.3 online and by certified mail, with return receipt requested,  
20 of Defendants' violation of various, including the herein-described, provisions of the Labor Code,  
21 to the Labor and Workforce Development Agency ("LWDA"), as well as by certified mail, with  
22 return receipt requested to Defendants, and each of them.

23       39.       Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not  
24 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)  
25 calendar days of the February 14, 2020 or May 11, 2020 postmarked date of the herein-described  
26 notices sent by Ms. Helaire to the LWDA and Defendants.

27       40.       On or around November 18, 2020, Mr. Sarabia provided written notice under Labor  
28 Code section 2699.3 online and by certified mail, with return receipt requested, of SMITHFIELD's

1 violation of various, including the herein-described, provisions of the Labor Code, to the Labor and  
2 Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt  
3 requested to SMITHFIELD.

4 41. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not  
5 provide notice of its intention to investigate SMITHFIELD'S alleged violations within sixty-five  
6 (65) calendar days of the November 18, 2020 postmarked date of the herein-described notice sent  
7 by Mr. Sarabia to the LWDA and SMITHFIELD.

8 **PAGA REPRESENTATIVE ALLEGATIONS**

9 42. Ms. Helaire is informed and believes, and based thereon allege, that Ms. Helaire and  
10 other aggrieved employees have, at times, not been paid during the relevant time periods, wages for  
11 all time worked, including overtime wages, as a result of, without limitation, Defendants failing to  
12 pay overtime wages to Ms. Helaire and other non-exempt employees in the State of California in  
13 violation of California state wage and hour laws as a result of, without limitation, Ms. Helaire and  
14 other aggrieved employees working over eight (8) hours in a workday or forty (40) hours in a  
15 workweek; over twelve (12) hours in a workday; and/or seven (7) consecutive workdays in a  
16 workweek without being properly compensated for all hours worked in excess of eight (8) hours in  
17 a workday or forty (40) hours in a workweek; all hours worked in excess of twelve (12) hours in a  
18 workday; and/or for all hours worked on the seventh consecutive workday in a workweek, as a result  
19 of, among other things, Defendants failing to accurately track and/or pay for all hours actually  
20 worked; requiring employees to remain on call; failing to pay employees all overtime minutes  
21 worked at the proper overtime rate of pay; manipulating, editing, auto-deducting or rounding  
22 employee time worked; and/or engaging, suffering, or permitting employees to work off the clock,  
23 to the detriment of Ms. Helaire and other aggrieved employees in the State of California. As such,  
24 Ms. Helaire is informed and believes, and based thereon alleges, that Defendants violated Labor  
25 Code sections 510 and 1194, and applicable Wage Orders based on their practice of providing total  
26 compensation that is less than the required legal overtime compensation, entitling Ms. Helaire and  
27 other aggrieved employees to relief under, without limitation, these sections. In addition,  
28 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

1       43.       Mr. Sarabia is informed and believes, and based thereon allege, that Mr. Sarabia and  
2 other aggrieved employees have, at times, not been paid during the relevant time periods, wages for  
3 all time worked, including overtime wages, as a result of, without limitation, SMITHFIELD failing  
4 to pay overtime wages to Mr. Sarabia and other non-exempt employees in the State of California in  
5 violation of California state wage and hour laws as a result of, without limitation, Mr. Sarabia and  
6 other aggrieved employees working over eight (8) hours in a workday or forty (40) hours in a  
7 workweek; over twelve (12) hours in a workday; and/or seven (7) consecutive workdays in a  
8 workweek without being properly compensated for all hours worked in excess of eight (8) hours in  
9 a workday or forty (40) hours in a workweek; all hours worked in excess of twelve (12) hours in a  
10 workday; and/or for all hours worked on the seventh consecutive workday in a workweek, as a result  
11 of, among other things, SMITHFIELD failing to accurately track and/or pay for all hours actually  
12 worked; requiring employees to remain on call; failing to pay employees all overtime minutes  
13 worked at the proper overtime rate of pay; manipulating, editing, auto-deducting or rounding  
14 employee time worked; and/or engaging, suffering, or permitting employees to work off the clock,  
15 to the detriment of Mr. Sarabia and other aggrieved employees in the State of California. As such,  
16 Mr. Sarabia is informed and believes, and based thereon alleges, that SMITHFIELD violated Labor  
17 Code sections 510 and 1194, and applicable Wage Orders based on their practice of providing total  
18 compensation that is less than the required legal overtime compensation, entitling Mr. Sarabia and  
19 other aggrieved employees to relief under, without limitation, these sections. In addition,  
20 SMITHFIELD would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699

21       44.       Ms. Helaire is informed and believes, and based thereon alleges, that Ms. Helaire and  
22 other aggrieved employees have, at times, not been paid during the relevant time period, wages for  
23 all time worked, including minimum wages, as a result of, without limitation, Defendants routinely  
24 failing to pay Ms. Helaire or other aggrieved employees' wages for all hours worked or otherwise  
25 under Defendants' control due to, without limitation, failing to accurately track and/or pay for all  
26 hours actually worked; requiring employees to remain on call; manipulating, editing, auto-deducting  
27 or rounding employee time worked; and/or engaging, suffering, or permitting employees to work  
28 off the clock. As such, Ms. Helaire is informed and believes, and based thereon allege, that

1 Defendants violated, without limitation, Labor Code section 1197 and applicable Wage Orders,  
2 based on their continued failure to pay minimum wages, entitling Ms. Helaire and other aggrieved  
3 employees to relief under, without limitation, Labor Code sections 1194 and 1194.2. Defendants  
4 would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

5 45. Mr. Sarabia is informed and believes, and based thereon alleges, that Mr. Sarabia and  
6 other aggrieved employees have, at times, not been paid during the relevant time period, wages for  
7 all time worked, including minimum wages, as a result of, without limitation, SMITHFIELD  
8 routinely failing to pay Mr. Sarabia or other aggrieved employees' wages for all hours worked or  
9 otherwise under SMITHFIELD'S control due to, without limitation, failing to accurately track  
10 and/or pay for all hours actually worked; requiring employees to remain on call; manipulating,  
11 editing, auto-deducting or rounding employee time worked; and/or engaging, suffering, or  
12 permitting employees to work off the clock. As such, Mr. Sarabia is informed and believes, and  
13 based thereon allege, that SMITHFIELD violated, without limitation, Labor Code section 1197 and  
14 applicable Wage Orders, based on their continued failure to pay minimum wages, entitling Mr.  
15 Sarabia and other aggrieved employees to relief under, without limitation, Labor Code sections 1194  
16 and 1194.2. SMITHFIELD would also be liable for civil penalties pursuant to Labor Code sections  
17 558, 1197.1, and 2699.

18 46. Ms. Helaire is informed and believes, and based thereon alleges, that Defendants had  
19 and have policy or practice of, on occasion, failing to provide Ms. Helaire and other aggrieved  
20 employees a thirty (30) minute uninterrupted, timely, and complete meal period for days on which  
21 the employee worked in excess of five (5) hours in a workday; a second thirty (30) minute  
22 uninterrupted, timely, and complete meal period for days on which the employee worked in excess  
23 of ten (10) hours in a workday; or compensation in lieu thereof. As such, Ms. Helaire is informed  
24 and believes, and based thereon allege, that Defendants violated Labor Code section 512, entitling  
25 Ms. Helaire and other aggrieved employees to premium payments under Labor Code section 226.7.  
26 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

27 47. Mr. Sarabia is informed and believes, and based thereon alleges, that SMITHFIELD  
28 had and has policy or practice of, on occasion, failing to provide Mr. Sarabia and other aggrieved

1 employees a thirty (30) minute uninterrupted, timely, and complete meal period for days on which  
2 the employee worked in excess of five (5) hours in a workday; a second thirty (30) minute  
3 uninterrupted, timely, and complete meal period for days on which the employee worked in excess  
4 of ten (10) hours in a workday; or compensation in lieu thereof. As such, Mr. Sarabia is informed  
5 and believes, and based thereon allege, that SMITHFIELD violated Labor Code section 512,  
6 entitling Mr. Sarabia and other aggrieved employees to premium payments under Labor Code  
7 section 226.7. SMITHFIELD would also be liable for civil penalties pursuant to Labor Code  
8 sections 558 and 2699.

9 48. Ms. Helaire is informed and believes, and based thereon allege, that Defendants had  
10 and has a policy or practice of, on occasion, failing to provide Ms. Helaire and other aggrieved  
11 employees paid, uninterrupted, timely, and complete rest periods of at least ten (10) minutes per  
12 four (4) hours worked or major fractions thereof, or compensation in lieu thereof as required under  
13 (the) applicable Wage Order(s). As such, Ms. Helaire is informed and believes, and based thereon  
14 alleges, that they and other aggrieved employees are entitled to relief under, without limitation,  
15 Labor Code section 226.7. Defendants would also be liable for civil penalties pursuant to Labor  
16 Code sections 558 and 2699.

17 49. Mr. Sarabia is informed and believes, and based thereon allege, that SMITHFIELD  
18 had and has a policy or practice of, on occasion, failing to provide Mr. Sarabia and other aggrieved  
19 employees paid, uninterrupted, timely, and complete rest periods of at least ten (10) minutes per  
20 four (4) hours worked or major fractions thereof, or compensation in lieu thereof as required under  
21 (the) applicable Wage Order(s). As such, Mr. Sarabia is informed and believes, and based thereon  
22 alleges, that they and other aggrieved employees are entitled to relief under, without limitation,  
23 Labor Code section 226.7. SMITHFIELD would also be liable for civil penalties pursuant to Labor  
24 Code sections 558 and 2699.

25 50. Ms. Helaire is informed and believes, and based thereon allege, that Defendants had  
26 and have a policy or practice of, at times, failing to furnish Ms. Helaire other aggrieved employees  
27 with itemized wage statements that accurately reflect all gross wages earned; total hours worked by  
28 the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay

1 period and the corresponding number of hours worked at each hourly rate by the employee; and  
2 other such information as required by Labor Code section 226, subdivision (a). Consequently, since  
3 Defendants would have failed to comply with Labor Code section 226, subdivision (a), Ms. Helaire  
4 and other aggrieved employees would be entitled to recover penalties under, without limitation,  
5 Labor Code section 226, subdivision (e). Defendants would also be liable for civil penalties  
6 pursuant to Labor Code sections 226.3, 558 and 2699.

7 51. Mr. Sarabia is informed and believes, and based thereon alleges, that SMITHFIELD  
8 had and has a policy or practice of, at times, failing to furnish Mr. Sarabia other aggrieved employees  
9 with itemized wage statements that accurately reflect all gross wages earned; total hours worked by  
10 the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay  
11 period and the corresponding number of hours worked at each hourly rate by the employee; and  
12 other such information as required by Labor Code section 226, subdivision (a). Consequently, since  
13 Mr. Sarabia would have failed to comply with Labor Code section 226, subdivision (a), Mr. Sarabia  
14 and other aggrieved employees would be entitled to recover penalties under, without limitation,  
15 Labor Code section 226, subdivision (e). SMITHFIELD would also be liable for civil penalties  
16 pursuant to Labor Code sections 226.3, 558 and 2699.

17 52. Ms. Helaire is informed and believes, and based thereon allege, that Defendants had  
18 and have a policy or practice of, at times, failing or refusing to timely pay compensation to Ms.  
19 Helaire and other terminated or resigned employees within the State of California, among other  
20 wages, overtime wages, minimum wages, and/or premium wages. As such, Defendants would be  
21 liable for waiting time penalties for having violated California Labor Code sections 201, 202, and  
22 203. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and  
23 2699.

24 53. Mr. Sarabia is informed and believes, and based thereon allege, that SMITHFIELD  
25 had and has a policy or practice of, at times, failing or refusing to timely pay compensation to Mr.  
26 Sarabia and other terminated or resigned employees within the State of California, among other  
27 wages, overtime wages, minimum wages, and/or premium wages. As such, SMITHFIELD would  
28 be liable for waiting time penalties for having violated California Labor Code sections 201, 202,

1 and 203. SMITHFIELD would also be liable for civil penalties pursuant to Labor Code sections  
2 558 and 2699

3 54. At all relevant times mentioned herein, Smithfield has had a policy or practice of, at  
4 times, failing to provide Mr. Sarabia and other aggrieved employees with, or permit them inspection  
5 of, records pertaining to their employment, including wage statements and similar payroll  
6 documents under Labor Code section 226, documents signed to obtain or hold employment under  
7 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under  
8 Labor Code section 1174, to the detriment of Mr. Sarabia and all other aggrieved employees. As a  
9 result of these violations, SMITHFIELD is liable for civil penalties pursuant to Labor Code sections  
10 558 and 2699.

11 55. Ms. Helaire is informed and believes, and based thereon alleges, that Defendants had  
12 and has a policy or practice of, at times, failing to reimburse Ms. Helaire and other aggrieved  
13 employees for their costs incurred, among other things, in purchasing steel toe boots and laundering  
14 their uniforms separately from their other clothes, as required by Labor Code section 2802.  
15 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

16 56. Mr. Sarabia is informed and believes, and based thereon alleges, that SMITHFIELD  
17 had and has a policy or practice of, at times, failing to reimburse Mr. Sarabia and other aggrieved  
18 employees for their costs incurred, among other things, in purchasing steel toe boots and laundering  
19 their uniforms separately from their other clothes, as required by Labor Code section 2802.  
20 SMITHFIELD would also be liable for civil penalties pursuant to Labor Code sections 558 and  
21 2699.

22 57. Ms. Helaire is informed and believes, and based thereon alleges that Defendants  
23 have, and at all times relevant hereto had, a policy or practice of, at times, failing to comply with  
24 the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011)  
25 by, among other things, failing to provide Ms. Helaire and other aggrieved employees with the rates  
26 of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the  
27 minimum wage; the regular payday designated by Defendants; the name of the employer, including  
28 any "doing business as" names used; the name, address, and telephone number of the workers'

1 compensation insurance carrier; information regarding paid sick leave; and other pertinent  
2 information required to be disclosed by Defendants under Labor Code section 2810.5. As such, Ms.  
3 Helaire is informed and believes, and based thereon allege that the failure to provide such  
4 information, including rates of pay that are in effect, has permitted Defendants to pay employees at  
5 rates of pay that were not agreed upon, in violation of overtime wage and minimum wage laws in  
6 California. As a result of these violations, Defendants are liable for civil penalties pursuant to Labor  
7 Code sections 558 and 2699.

8       58.       Mr. Sarabia is informed and believes, and based thereon alleges that Defendants  
9 have, and at all times relevant hereto had, a policy or practice of, at times, failing to comply with  
10 the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011)  
11 by, among other things, failing to provide Mr. Sarabia and other aggrieved employees with the rates  
12 of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the  
13 minimum wage; the regular payday designated by SMITHFIELD; the name of the employer,  
14 including any "doing business as" names used; the name, address, and telephone number of the  
15 workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent  
16 information required to be disclosed by Defendants under Labor Code section 2810.5. As such, Mr.  
17 Sarabia is informed and believes, and based thereon allege that the failure to provide such  
18 information, including rates of pay that are in effect, has permitted SMITHFIELD to pay employees  
19 at rates of pay that were not agreed upon, in violation of overtime wage and minimum wage laws in  
20 California. As a result of these violations, SMITFHIELD is liable for civil penalties pursuant to  
21 Labor Code sections 558 and 2699.

22       59.       Ms. Helaire is informed and believes, and based thereon allege, that Defendants had  
23 and have a policy or practice of, at times, failing to provide Ms. Helaire and other aggrieved  
24 employees with the amount of paid sick leave required to be provided pursuant to California law  
25 (including, without limitation, Labor Code section 246, *et seq.*), and also did not permit its use upon  
26 request as contemplated under California law. As such, Defendants would be liable for civil  
27 penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

28       / / /

1       60.       Mr. Sarabia is informed and believes, and based thereon allege, that SMITHFIELD  
2 had and has a policy or practice of, at times, failing to provide Mr. Sarabia and other aggrieved  
3 employees with the amount of paid sick leave required to be provided pursuant to California law  
4 (including, without limitation, Labor Code section 246, *et seq.*), and also did not permit its use upon  
5 request as contemplated under California law. As such, SMITHFIELD would be liable for civil  
6 penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699

7       61.       Ms. Helaire is informed and believes, and based thereon alleges, that Defendants had  
8 and have a policy or practice of, at times, failing to pay Ms. Helaire and other aggrieved employees  
9 their wages in accordance with Labor Code section 204, which requires that “[l]abor performed  
10 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th  
11 and 26th day of the month during which the labor was performed, and labor performed between the  
12 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th  
13 day of the following month.” As such, Ms. Helaire is informed and believes, and based thereon  
14 alleges, that Defendants did not and do not pay their employees in accordance with Labor Code  
15 section 204. Defendants would be liable for civil penalties pursuant to Labor Code sections 210,  
16 558 and 2699.

17       62.       Mr. Sarabia is informed and believes, and based thereon alleges, that SMITHFIELD  
18 had and has a policy or practice of, at times, failing to pay Mr. Sarabia and other aggrieved  
19 employees their wages in accordance with Labor Code section 204, which requires that “[l]abor  
20 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between  
21 the 16th and 26th day of the month during which the labor was performed, and labor performed  
22 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the  
23 1st and 10th day of the following month.” As such, Mr. Sarabia is informed and believes, and based  
24 thereon alleges, that SMITHFIELD did not and do not pay their employees in accordance with Labor  
25 Code section 204. SMITHFIELD would be liable for civil penalties pursuant to Labor Code sections  
26 210, 558 and 2699.

27       63.       Plaintiffs and other aggrieved employees at all times pertinent hereto were not  
28 exempt from receiving overtime wages, minimum wages, meal breaks or compensation in lieu

1 thereof, rest breaks or compensation in lieu thereof, accurate wage statements, timely pay of wages  
2 during their employment and after their employment separation, the opportunity to inspect  
3 employment records, the proper accrual and use of paid sick leave, and other such provisions of  
4 California law and the implementing rules and regulations of the IWC California Wage Orders.

5 64. As a result of these violations, Defendants are liable for civil penalties under PAGA.

6 **FIRST CAUSE OF ACTION**

7 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

8 65. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs  
9 and incorporates each by reference as though fully set forth hereat.

10 66. At all relevant times herein, Labor Code section 204, requires and required that:  
11 “[l]abor performed between the 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for  
12 between the 16<sup>th</sup> and 26<sup>th</sup> day of the month during which the labor was performed, and labor  
13 performed between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for  
14 between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.”

15 67. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated  
16 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this  
17 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,  
18 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any  
19 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For  
20 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for  
21 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

22 68. At all relevant times herein, Defendants have had a consistent policy or practice of  
23 at times failing to pay Plaintiffs and aggrieved employees during their employment on a timely basis  
24 as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other  
25 aggrieved employees or former employees they seek to represent are entitled to recover civil  
26 penalties for Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars  
27 (\$100) for each aggrieved employee or former employee for each initial violation per employee, and  
28 two hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent

1 violation in connection with each payment that was made in violation of Labor Code section 204.

2 **SECOND CAUSE OF ACTION**

3 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

4 69. Plaintiffs re-allege and incorporate by reference all of the allegations contained in  
5 the preceding paragraphs of this Complaint as though fully set forth hereat.

6 70. Defendants had and have a policy or practice of at times failing to comply with Labor  
7 Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs with itemized wage  
8 statements that accurately reflect gross wages earned; total hours worked; net wages earned; the  
9 name and address of the legal entity that is the employer and, if the employer is a farm labor  
10 contractor, the name and address of the legal entity that secured the services of the employer; all  
11 applicable hourly rates in effect during the pay period and the corresponding number of hours  
12 worked at each hourly rate; and other such information as required by Labor Code section 226,  
13 subdivision (a).

14 71. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)  
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for  
17 each violation in a subsequent citation, for which the employer fails to provide the employee a wage  
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

19 72. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in  
20 this section are in addition to any other penalty provided by law.”

21 73. Plaintiffs are informed and believe, and based thereon allege, that Defendants had  
22 and have a policy or practice of at times failing to furnish non-exempt employees, including, without  
23 limitation, Plaintiffs, with itemized wage statements that accurately reflect all gross wages earned;  
24 total hours worked; net wages earned; the name and address of the legal entity that secured the  
25 services of the employer; all applicable hourly rates in effect and the corresponding number of hours  
26 worked at each hourly rate in effect during the pay period, the name and address of the legal  
27 employer; and other such information as required by Labor Code section 226, subdivision (a).

28 / / /

74. Pursuant to Labor Code section 226.3, Plaintiffs and other aggrieved employees they seek to represent are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each aggrieved current or former employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each aggrieved current or former employee per pay period for each subsequent violation.

### THIRD CAUSE OF ACTION

**(Violation of Labor Code § 558 – Against All Defendants)**

75. Plaintiffs re-alleges each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

76. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- a. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- b. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- c. Wages recovered pursuant to this section shall be paid to the affected employee.”

77. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, on occasion violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiffs and other aggrieved employees not to, among other things: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; and be paid timely wages during their employment and after their employment separation.

78. As a direct and proximate result of Defendants' conduct, Plaintiffs and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to

1 Labor Code section 558 in amounts to be determined at trial.

2 **FOURTH CAUSE OF ACTION**

3 **(Violation of Labor Code § 1197.1 – Against All Defendants)**

4 79. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs  
5 and incorporate each by reference as though fully set forth hereat.

6 80. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other  
7 person acting either individually or as an officer, agent, or employee of another person, who pays  
8 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or  
9 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,  
10 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to  
11 Section 203 as follows:

12 a. For any initial violation that is intentionally committed, one hundred dollars  
13 (\$100) for each underpaid employee for each pay period for which the  
14 employee is underpaid. This amount shall be in addition to an amount  
15 sufficient to recover underpaid wages, liquidated damages pursuant to Section  
16 1194.2, and any applicable penalties imposed pursuant to Section 203.

17 b. For each subsequent violation for the same specific offense, two hundred fifty  
18 dollars (\$250) for each underpaid employee for each pay period for which the  
19 employee is underpaid regardless of whether the initial violation is  
20 intentionally committed. This amount shall be in addition to an amount  
21 sufficient to recover underpaid wages, liquidated damages pursuant to Section  
22 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 c. Wages, liquidated damages, and any applicable penalties imposed pursuant to  
24 Section 203, recovered pursuant to this section shall be paid to the affected  
25 employee.”

26 81. Plaintiffs are informed and believe, and based thereon allege, that Defendants on  
27 occasion caused Plaintiffs and aggrieved employees not be paid minimum wages as a result of  
28 Defendants, without limitation, by failing to accurately track and/or pay for all hours actually

1 worked; requiring employees to remain on call; engaging, suffering, or permitting employees to  
2 work off the clock; and/or manipulating, editing, auto-deducting or rounding employee time worked  
3 than actually worked by Plaintiffs and other aggrieved employees.

4 82. As a direct and proximate result of Defendants' conduct, Plaintiffs and other  
5 aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to  
6 Labor Code section 1197.1.

7 **FIFTH CAUSE OF ACTION**

8 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

9 83. Plaintiffs re-alleges and incorporates by reference all of the allegations contained in  
10 the preceding paragraphs of this Complaint as though fully set forth hereat.

11 84. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other  
12 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed  
13 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or  
14 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil  
15 action brought by an aggrieved employee on behalf of himself or herself and other current or former  
16 employees pursuant to the procedures specified in Labor Code section 2699.3.

17 85. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor  
18 Code except those for which a civil penalty is specifically provided, the established civil penalty for  
19 a violation of those provisions is as follows: if, at the time of the alleged violation, the person  
20 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved  
21 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved  
22 employee per pay period for each subsequent violation.

23 86. Plaintiffs are informed and believe and based thereon allege that Defendants, and  
24 each of them, at times violated the Labor Code sections described herein, including, without  
25 limitation, for the failure to: pay overtime wages and minimum wages; provide meal and rest periods  
26 or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages  
27 during employment and after employment separation; provide employees the opportunity to inspect  
28 employment records; reimburse work expenses; and provide notice as required under Labor Code

1 section 2810.5 entitling Plaintiffs and other aggrieved employees to civil penalties for each of these  
2 Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

3 87. Moreover, Plaintiffs and other aggrieved current and former employees within the  
4 State of California whom they seek to represent are entitled to an award of reasonable attorneys'  
5 fees and costs in connection with their herein-described claims for civil penalties.

6 **PRAYER**

7 **WHEREFORE**, on behalf of themselves and all others aggrieved, Ms. Helaire prays for  
8 judgment against Defendants and Mr. Sarabia prays for judgment against SMITHFIELD as follows:

9 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1,  
10 and 2699;

11 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections  
12 210, 226.3, 558, 1197.1, and 2699;

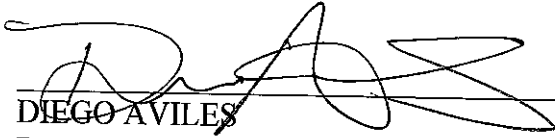
13 C. For costs of suit incurred herein; and

14 D. Such other and further relief as the Court deems just and proper.

15  
16  
17 Dated: June 22, 2021

BIBIYAN LAW GROUP, P.C.

18  
19 BY:

20   
DIEGO AVILES

DAVID D. BIBIYAN

21 Attorneys for Plaintiffs MICHELLE HELAIRE and  
22 ROBERT SARABIA, on behalf of themselves and all  
23 other aggrieved employees  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On June 22, 2021, and pursuant to agreement by the parties to accept electronic service, I caused a true and correct copy of the foregoing document(s) described as: **SECOND AMENDED REPRESENTATIVE ACTION** to be served by electronic transmission to the below referenced electronic e-mail address as follows:

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Kevin D. Sullivan  
Jonathan Assia  
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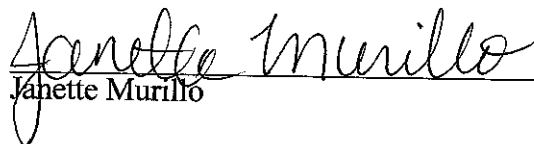
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**Co-counsel for Defendant Smithfield Packaged Meats Corp. and Kevin Hobbs**

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

Executed on June 22, 2021 at Beverly Hills, California.

  
Janette Murillo