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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – EAST DISTRICT

NATALIE QUINTERO, individually, and on
 behalf of other aggrieved employees,

Plaintiff,

vs.

READY PAC FOODS, INC., a Delaware
 corporation; READY PAC PRODUCE, INC.,
 a California corporation; BONDUELLE
 FRESH AMERICAS, a business entity form
 unknown; and DOES 1 through 100, inclusive,

Defendants.

Case No.

**COMPLAINT AND ENFORCEMENT
 ACTION UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT,
 CALIFORNIA LABOR CODE § 2698, ET
 SEQ.**

AEQUITAS LEGAL GROUP
 A Professional Law Corporation
 1156 E. Green Street, Suite 200
 Pasadena, California 91106

1 Plaintiff NATALIE QUINTERO, individually and on behalf of all other aggrieved
2 employees pursuant to the Private Attorneys General Act, alleges as follows:

3
4 **THE PARTIES**

5 1. Plaintiff NATALIE QUINTERO (“Quintero”) is at least 18 years of age and is a
6 resident of the State of California.

7 2. Defendant READY PAC FOODS, INC. was and is, upon information and belief, a
8 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are
9 engaged throughout this county and in the State of California.

10 3. Defendant READY PAC PRODUCE, INC., was and is, upon information and
11 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
12 employees are engaged throughout this county and in the State of California.

13 4. Defendant BONDUELLE FRESH AMERICAS, was and is, upon information and
14 belief, a business entity form unknown, and at all times hereinafter mentioned, an employer whose
15 employees are engaged throughout this county and in the State of California.

16 5. Plaintiff is unaware of the true names or capacities of defendants sued herein under
17 the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously
18 named defendants pursuant to California Code of Civil Procedure § 474 once their names and
19 capacities become known.

20 6. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100
21 are the partners, agents, owners, shareholders, managers or employees of READY PAC FOODS,
22 INC., READY PAC PRODUCE, INC. and BONDUELLE FRESH AMERICAS and were acting
23 on behalf of these three Defendants at all relevant times.

24 7. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
25 and omissions alleged herein were performed by, or are attributable to READY PAC FOODS,
26 INC., READY PAC PRODUCE, INC., BONDUELLE FRESH AMERICAS, and DOES 1
27 through 100 (collectively “Defendants”), each acting as the agent for the other, with legal
28 authority to act on the other’s behalf. The acts of any and all Defendants were in accordance with,

1 and represent the official policy of Defendants.

2 8. At all relevant times herein mentioned, Defendants, and each of them, ratified each
3 and every act or omission complained of herein. At all times herein mentioned, Defendants, and
4 each of them, aided and abetted the acts and omissions of each and all the other Defendants in
5 proximately causing the damages herein alleged.

6 9. Plaintiff is informed and believes, and thereon alleges, that each of said
7 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
8 omissions, occurrences, and transactions alleged herein.

9
10 **JURISDICTION AND VENUE**

11 10. This representative action is brought pursuant to the Private Attorneys General Act
12 (California Labor Code § 2698, *et seq.*) (“PAGA”), which permits an aggrieved employee to bring
13 a lawsuit on behalf of him or herself and other aggrieved employees to address an employer’s
14 violations of the California Labor Code. Plaintiff has timely provided notice to the California
15 Labor and Workforce Development Agency (“LWDA”) and Defendants pursuant to California
16 Labor Code § 2699.3(a). The monetary damages and restitution sought by Plaintiff exceed the
17 minimal jurisdictional limits of the Superior Court and will be established according to proof at
18 trial.

19 11. This Court has jurisdiction over this action pursuant to the California Constitution,
20 Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except
21 those given by statute to other courts.” The statutes under which this action is brought do not
22 specify any other basis for jurisdiction.

23 12. This Court has jurisdiction over all Defendants because, upon information and
24 belief, each party is either a citizen of California, has sufficient minimum contacts in California, or
25 otherwise intentionally avails itself of the California market so as to render the exercise of
26 jurisdiction over it by the California courts consistent with traditional notions of fair play and
27 substantial justice.

28 13. Venue is proper in this Court because, upon information and belief, one or more of

the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

GENERAL ALLEGATIONS

14. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as non-exempt employees who are aggrieved employees as set forth herein.

15. Defendants have employed Plaintiff NATALIE QUINTERO as a non-exempt, hourly paid employee from approximately January 2016 to the present.

16. The other aggrieved employees are defined as follows:

- a. General Aggrieved Employees: All individuals who worked for Defendants as non-exempt employees in California at any time between May 27, 2019 and the present, other than those who belong to the group of Alternative Workweek Aggrieved Employees, as defined below.
- b. Alternative Workweek Aggrieved Employees: All individuals who worked for Defendants as non-exempt employees in California at any time between June 30, 2019 and the present, and who worked an alternative workweek schedule at any time during their employment.

17. At all relevant times set forth herein, Defendants systematically failed to pay wages to Plaintiff and the other aggrieved employees (sometimes collectively “employees”).

18. Defendants failed to correctly calculate employees’ overtime and/or double time rates of pay. Employees were paid non-discretionary bonuses and worked overtime and/or double time in the periods in which the bonuses were earned. Defendants failed to factor the bonuses into employees’ overtime and/or double time rates. Defendants also maintained an employee discount program. The value of the discounts constituted part of employees’ total remuneration, as defined by California law, and should have been factored into employees’ overtime and/or double time rate for pay periods where the employee discount was received and overtime and/or double time was worked.

19. Further, Defendants required and/or suffered or permitted employees to work

1 during their meal breaks or remain under Defendants’ control during their meal breaks, and failed
2 to compensate employees for this time. As set forth in the following section, employees missed
3 meal breaks and had short and/or interrupted meal breaks of less than 30 minutes. When this
4 happened, employees were still required to clock out for at least 30 minutes, were clocked out by
5 their managers or supervisors, or had their time records edited to reflect a meal break that was not
6 actually taken. Thus, employees were not paid for time worked during their meal breaks.
7 Defendants also required and/or suffered or permitted employees to work off the clock before and
8 after their scheduled shifts and while completing necessary, work-related errands such as picking
9 up supplies. The unpaid time described in this paragraph should have been paid at employees’
10 regular, overtime, and/or double time rates.

11 20. In addition, Defendants made improper deductions to employees’ wages, which
12 resulted in them being paid less than the applicable hourly rate required by law. For example,
13 Plaintiff worked approximately 80 hours in one two-week pay period in June 2018, yet was paid
14 \$0.

15 21. Between June 30, 2019 and the present, Plaintiff and other aggrieved employees
16 worked an Alternative Work Schedule (“AWS”) which provided for employees to work 10 hours
17 per day, 4 days per week.¹ Defendants failed to comply with the requirements of California law
18 for implementing a valid AWS.

19 22. To date, Defendants have reported the results of three AWS elections to the
20 California Department of Industrial Relations (“DIR”). According to the Office of Policy,
21 Research and Legislation’s Alternative Workweek Elections Database, the reports of these
22 elections were provided by “Ready Pac” by the DIR on or around January 24, 2000 (the “January
23 2000 election”); October 12, 2006 (the “October 2006 election”); and March 21, 2007 (the “March
24 2007 election”). As of the date of this letter, the Alternative Workweek Elections Database
25 contains no results for “Bonduelle.”
26

27 ¹ Other alternative workweek schedules providing for a schedule other than a 4/10
28 schedule may have existed during the relevant time period.

23. The report of the January 2000 election identified the employer as “Ready Pac Produce” located at 4401 Foxdale Avenue, Irwindale, California 91706. This report indicated that there were 300 affected employees, with 265 employees voting in favor of a 4/10 schedule and 25 employees voting against it. No other details were provided.

24. The report of the October 2006 election identified the employer as “Ready Pac” located at 4401 Foxdale Avenue, Irwindale, California 91706. This report indicated that a 4/10 schedule was approved in September 2006 by employees in 8 departments (Mainline #1, Mainline #2, Bistro Bowl, Housekeeping Group, Warehouse Shipping Day, Warehouse Receiving Day, Warehouse Shipping Night, and Warehouse Receiving Night).

25. The report of the March 2007 election identified the employer as “Ready Pac” located at 4401 Foxdale Avenue, Irwindale, California 91706. This report indicated that a 4/10 schedule was voted into effect in March 2007 by departments identified as Euroline 1-4, Mainline 1-6, Specialties, and Production Schedulers. The report states that there were 35 “registered participants” and 30 employees who voted in the election, with 28 voting for the AWS and 2 voting against. The report was accompanied by English-language documents titled “Alternative Workweek” and “Alternative Workweek Disclosure.”

26. In conducting these elections, Defendants failed to comply with the requirements for adopting a valid AWS which are set forth in California Labor Code § 511 and § 3(C)(1)-(8) of the applicable IWC Wage Orders. The deficiencies include the following:

- a. failing to provide the AWS proposal in the form of a written agreement which designates a regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring;
- b. failing to conduct a secret ballot election held during regular working hours at the employees’ worksite, and before the performance of work;
- c. failing to obtain the vote of at least two-thirds of the affected employees in each work unit to adopt the AWS;
- d. failing to provide employees, prior to the secret ballot election, with a written disclosure regarding the effects of the proposed AWS on the

employees' wages, hours, and benefits, including paid time off and vacation time;

e. failing to hold duly noticed meetings at least 14 days prior to the election for the specific purpose of discussing the effects of the AWS;

f. failing to provide the written disclosure in Spanish;

g. failing to mail the written disclosure to employees who did not attend the meeting regarding the AWS;

h. failing to include the final tally of the vote, the size of the affected work units, and the nature of Ready Pac's business in the reports to the DIR; and

i. failing to wait at least 30 days after the announcement of the final results of the election to require employees to work an AWS.

27. In addition, Defendants have employed and continue to employ employees working under an AWS in work units for which no AWS election was held and/or where the election results were not reported to the Department of Industrial Relations. These employees are also owed overtime wages for all hours worked in excess of 8 hours per day and/or 40 hours per week.

28. Further, Defendants required employees on an AWS to work fewer hours than those that were regularly scheduled by the AWS and failed to pay short-shift premiums. For example, employees were sometimes sent home early to save on labor costs. Defendants did not pay overtime for all hours worked between 8 and 12 hours on the days with reduced hours, nor did it pay double time for all hours worked over 12 hours on the days with reduced hours.

29. Defendants owe overtime wages for all hours worked in excess of 8 hours per day (up to 12 hours per day) and/or 40 hours per week to all employees working under an unlawful and/or invalid AWS.

30. At all relevant times set forth herein, Defendants have failed to provide Plaintiff and other similarly situated employees with a duty-free meal break of at least 30 minutes for every five hours of work. Employees were not able to take duty-free meal breaks of at least 30 minutes for every 5 hours of work. Employees routinely missed meal breaks or had late, short, or interrupted meal breaks due to a heavy workload and lack of sufficient staffing. Further,

1 Defendants required employees to clock out for meal breaks, thus creating records of what
2 appeared to be compliant meal breaks, even if employees did not take a meal break at all or if the
3 breaks were short, late, or interrupted. The inaccurate time records were created by the aggrieved
4 employees themselves, in accordance with Defendants' instructions and/or expectations, and/or by
5 their managers and supervisors.

6 31. Defendants did not pay meal break premiums to Plaintiff and the other aggrieved
7 employees when compliant meal breaks were not provided.

8 32. Defendants systematically failed to provide Plaintiff and the other aggrieved
9 employees with duty-free rest breaks of at least 10 minutes for each 4 hours worked or major
10 fraction thereof. Plaintiff and the aggrieved employees were not able to take duty-free rest breaks
11 of at least 10 minutes for every four hours of work or major fraction thereof for the same reasons
12 set forth above pertaining to meal breaks.

13 33. Defendants did not pay rest break premiums to Plaintiff and the other aggrieved
14 employees when compliant rest breaks were not provided.

15 34. At all relevant times set forth herein, Defendants unlawfully shifted the costs of
16 doing business onto Plaintiff and the aggrieved employees. Employees were required to use their
17 personal cell phones for work and were not reimbursed for the associated expenses. Employees
18 were also required to use their personal vehicles for work purposes beyond the normal commute,
19 such as picking up supplies and attending off-site training, and were not reimbursed for their
20 mileage expenses. Defendants also charged employees for replacing necessary equipment and
21 supplies, including ID badges.

22 35. At all relevant times set forth herein, Defendants failed to provide Plaintiff and
23 other similarly situated employees with accurate itemized wage statements, as required by
24 California Labor Code § 226(a). The number of hours worked and the corresponding hourly rates
25 are inaccurate as a consequence of Defendants' failure to pay regular, overtime, and double time
26 wages, as set forth herein.

27 36. At all relevant times set forth herein, Defendants failed to pay Plaintiff and the
28 other aggrieved employees all vacation wages owed in violation of California Labor Code § 227.3.

1 Defendants maintained a “Paid Time Off” (PTO) policy which placed a hard cap on the amount of
2 vacation time that could be earned (known as “Maximum Carry-over”). When aggrieved
3 employees who were on AWS took paid time off, Defendants deducted incorrect PTO hours such
4 that the aggrieved employees would forfeit a certain portion of their accrued PTO hours when the
5 Maximum Carry-over limit kicks in to cut off further accrual. Further, Defendants made what
6 were in effect unlawful deductions from employees’ earned vacation time by sending them home
7 early to save on labor costs and requiring them to use their accrued vacation time in order to be
8 paid for the hours they had been scheduled to work.

9 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
11 advisors knowledgeable about California labor and wage law, employment and personnel
12 practices, and about the requirements of California law.

13 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the aggrieved employees were entitled to be paid at least
15 minimum wage for all hours worked, and that Plaintiff and the other aggrieved employees worked
16 hours for which they were not paid at least minimum wage.

17 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and the aggrieved employees were entitled to receive overtime
19 pay for hours worked in excess of 8 hours per day and/or 40 hours per week and double time pay
20 for hours worked in excess of 12 hours per day, and that Plaintiff and the other aggrieved
21 employees worked overtime and double time hours and did not receive overtime or double time
22 pay.

23 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the aggrieved employees were entitled to receive all meal
25 breaks as required by California law, or payment of one additional hour of pay at the regular rate
26 of pay when a compliant meal break was not provided.

27 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and the aggrieved employees were entitled to receive all rest

1 breaks as required by California law, or payment of one additional hour of pay at the regular rate
2 of pay when a compliant rest break was not provided.

3 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and the aggrieved employees were entitled to receive
5 reimbursement for all necessary business-related expenses incurred by them, and that Plaintiff and
6 other similarly situated employees did incur such expenses and were not reimbursed.

7 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and the aggrieved employees were entitled to receive complete
9 and accurate wage statements in accordance with California law, and that such wage statements
10 were not provided.

11 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
13 and the aggrieved employees, and that Defendants had the financial ability to pay such
14 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
15 Plaintiff and the aggrieved employees that they were properly denied wages, all in order to
16 increase Defendants' profits.

17
18 **FIRST CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 2698, *et seq.***

20 **(Against All Defendants)**

21 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
22 material allegations set out in paragraphs 1 through 44.

23 46. At all relevant times set forth herein, the Private Attorneys General Act, California
24 Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

25 47. At all relevant times set forth herein, PAGA provides that any civil penalties under
26 the California Labor Code which may be assessed and collected by the Labor and Workforce
27 Development Agency may, as an alternative, be recovered through a civil action brought by an
28 aggrieved employee on behalf of him or herself and other aggrieved employees pursuant to the

1 procedures set forth in California Labor Code § 2699.3.

2 48. PAGA defines an aggrieved employee as any person who was employed by the
3 alleged violator and against whom one or more of the alleged violations was committed. Plaintiff
4 was and is employed by Defendants and the alleged violations were committed against her during
5 her employment. Therefore, Plaintiff is an aggrieved employee as defined by California Labor
6 Code § 2699(c).

7 49. Pursuant to California Labor Code § 2699.3 and 2699.5, an aggrieved employee
8 may pursue a PAGA action after the following requirements have been met:

- 9 a. The aggrieved employee shall give written notice by online filing with the
10 Labor and Workforce Development Agency (“LWDA”) and by certified
11 mail to the employer of the specific provisions of this code alleged to have
12 been violated, including the facts and theories to support the alleged
13 violation.
- 14 b. The LWDA shall provide notice to the employer and the aggrieved
15 employee by certified mail that it does not intend to investigate the alleged
16 violation within sixty (60) days of the postmark date of the employee’s
17 notice. Upon receipt of this notice, or if this notice is not provided within
18 sixty-five (65) calendar days of the postmark date of the employee’s notice,
19 the aggrieved employee may commence a civil action pursuant to California
20 Labor Code § 2699 to recover civil penalties in addition to any other
21 penalties to which the employee may be entitled.
- 22 c. On May 27, 2019, Plaintiff provided the requisite written notice by online
23 filing to the LWDA and by certified mail to Defendants, informing them of
24 the specific provisions of the California Labor Code alleged to have been
25 violated, including the facts and theories to support the alleged violations.
26 As of the filing date of this complaint, the LWDA has not responded to
27 Plaintiff’s PAGA notice. Nor did Defendants respond to Plaintiff’s PAGA
28 notice.

d. On June 30, 2019, Plaintiff provided a second written notice by online filing to the LWDA and by certified mail to Defendants, which added allegations pertaining to the alternative workweek schedule. As of the filing date of this complaint, neither the LWDA nor Defendants have responded to Plaintiff's second PAGA notice.

50. Plaintiff has satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code §§ 226.7, 227.3, 510, 512, 558, 1194, 1198, 2800, and 2802.

51. Defendants' conduct, as alleged herein, violates the following sections of the California Labor Code:

- a. Violation of California Labor Code §§ 510, 1194 and 1198 (Failure to Pay Regular, Overtime Wages, and Double Time Wages);
- b. Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Breaks);
- c. Violation of California Labor Code § 226.7 (Failure to Provide Rest Breaks)
- d. Violation of California Labor Code § 226(a) (Failure to Provide Compliant Wage Statements);
- e. Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Work-Related Expenses); and
- f. Violation of California Labor Code § 227.3 (Failure to Pay Vacation Wages).

52. At all relevant times set forth herein, California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work.

53. At all relevant times set forth herein, California Labor Code § 1194 and the

1 applicable Industrial Welfare Commission (“IWC”) Wage Order provide that employees are
2 entitled to the applicable minimum wage or overtime compensation for all hours worked.

3 54. At all relevant times set forth herein, California Labor Code § 1198 and the
4 applicable IWC Wage Order provide that it is unlawful to employ persons without compensating
5 them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay,
6 depending on the number of hours worked by the person on a daily or weekly basis.

7 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiff and the other aggrieved employees employed by Defendants, and
9 working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time-and-
10 one-half for all hours worked in excess of 8 hours in a day or more than 40 hours in a workweek.

11 56. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and the other aggrieved employees employed by Defendants, and working
13 more than 12 hours in a day, overtime compensation at a rate of two times their regular rate of
14 pay.

15 57. During the relevant time period, During the relevant time period, Plaintiff and the
16 other aggrieved employees consistently worked in excess of 8 hours in a day, in excess of 12
17 hours in a day, and/or in excess of 40 hours in a week. Defendants willfully failed to pay all
18 wages, including regular, overtime, and double time wages, owed to Plaintiff and the aggrieved
19 employees.

20 58. Specifically, Defendants failed to correctly calculate employees’ overtime and/or
21 double time rates of pay. Employees were paid non-discretionary bonuses and worked overtime
22 and/or double time in the periods in which the bonuses were earned. Defendants failed to factor
23 the bonuses into employees’ overtime and/or double time rates. Defendants also maintained an
24 employee discount program. The value of the discounts constituted part of employees’ total
25 remuneration, as defined by California law, and should have been factored into employees’
26 overtime and/or double time rate for pay periods where the employee discount was received and
27 overtime and/or double time was worked.

28 59. Further, Defendants required and/or suffered or permitted employees to work

1 during their meal breaks or remain under Defendants’ control during their meal breaks, and failed
2 to compensate employees for this time. As set forth in the following section, employees missed
3 meal breaks and had short and/or interrupted meal breaks of less than 30 minutes. When this
4 happened, employees were still required to clock out for at least 30 minutes, were clocked out by
5 their managers or supervisors, or had their time records edited to reflect a meal break that was not
6 actually taken. Thus, employees were not paid for time worked during their meal breaks.
7 Defendants also required and/or suffered or permitted employees to work off the clock before and
8 after their scheduled shifts and while completing necessary, work-related errands such as picking
9 up supplies. The unpaid time described in this paragraph should have been paid at employees’
10 regular, overtime, and/or double time rates.

11 60. In addition, Defendants made improper deductions to employees’ wages, which
12 resulted in them being paid less than the applicable hourly rate required by law. For example,
13 Plaintiff worked approximately 80 hours in one two-week pay period in June 2018, yet was paid
14 \$0.

15 61. Between June 30, 2019 and the present, Plaintiff and other aggrieved employees
16 worked an Alternative Work Schedule (“AWS”) which provided for employees to work 10 hours
17 per day, 4 days per week.² Defendants failed to comply with the requirements of California law
18 for implementing a valid AWS.

19 62. To date, Defendants have reported the results of three AWS elections to the
20 California Department of Industrial Relations (“DIR”). According to the Office of Policy,
21 Research and Legislation’s Alternative Workweek Elections Database, the reports of these
22 elections were provided by “Ready Pac” by the DIR on or around January 24, 2000 (the “January
23 2000 election”); October 12, 2006 (the “October 2006 election”); and March 21, 2007 (the “March
24 2007 election”). As of the date of this letter, the Alternative Workweek Elections Database
25 contains no results for “Bonduelle.”
26

27 ² Other alternative workweek schedules providing for a schedule other than a 4/10
28 schedule may have existed during the relevant time period.

1 63. The report of the January 2000 election identified the employer as “Ready Pac
2 Produce” located at 4401 Foxdale Avenue, Irwindale, California 91706. This report indicated that
3 there were 300 affected employees, with 265 employees voting in favor of a 4/10 schedule and 25
4 employees voting against it. No other details were provided.

5 64. The report of the October 2006 election identified the employer as “Ready Pac”
6 located at 4401 Foxdale Avenue, Irwindale, California 91706. This report indicated that a 4/10
7 schedule was approved in September 2006 by employees in 8 departments (Mainline #1, Mainline
8 #2, Bistro Bowl, Housekeeping Group, Warehouse Shipping Day, Warehouse Receiving Day,
9 Warehouse Shipping Night, and Warehouse Receiving Night).

10 65. The report of the March 2007 election identified the employer as “Ready Pac”
11 located at 4401 Foxdale Avenue, Irwindale, California 91706. This report indicated that a 4/10
12 schedule was voted into effect in March 2007 by departments identified as Euroline 1-4, Mainline
13 1-6, Specialties, and Production Schedulers. The report states that there were 35 “registered
14 participants” and 30 employees who voted in the election, with 28 voting for the AWS and 2
15 voting against. The report was accompanied by English-language documents titled “Alternative
16 Workweek” and “Alternative Workweek Disclosure.”

17 66. In conducting these elections, Defendants failed to comply with the requirements
18 for adopting a valid AWS which are set forth in California Labor Code § 511 and § 3(C)(1)-(8) of
19 the applicable IWC Wage Orders. The deficiencies include the following:

- 20 a. failing to provide the AWS proposal in the form of a written agreement
21 which designates a regularly scheduled alternative workweek in which the
22 specified number of work days and work hours are regularly recurring;
- 23 b. failing to conduct a secret ballot election held during regular working hours
24 at the employees’ worksite, and before the performance of work;
- 25 c. failing to obtain the vote of at least two-thirds of the affected employees in
26 each work unit to adopt the AWS;
- 27 d. failing to provide employees, prior to the secret ballot election, with a
28 written disclosure regarding the effects of the proposed AWS on the

employees' wages, hours, and benefits, including paid time off and vacation time;

- e. failing to hold duly noticed meetings at least 14 days prior to the election for the specific purpose of discussing the effects of the AWS;
- f. failing to provide the written disclosure in Spanish;
- g. failing to mail the written disclosure to employees who did not attend the meeting regarding the AWS;
- h. failing to include the final tally of the vote, the size of the affected work units, and the nature of Ready Pac's business in the reports to the DIR; and
- i. failing to wait at least 30 days after the announcement of the final results of the election to require employees to work an AWS.

67. In addition, Defendants have employed and continue to employ employees working under an AWS in work units for which no AWS election was held and/or where the election results were not reported to the Department of Industrial Relations. These employees are also owed overtime wages for all hours worked in excess of 8 hours per day and/or 40 hours per week.

68. Further, Defendants required employees on an AWS to work fewer hours than those that were regularly scheduled by the AWS and failed to pay short-shift premiums. For example, employees were sometimes sent home early to save on labor costs. Defendants did not pay overtime for all hours worked between 8 and 12 hours on the days with reduced hours, nor did it pay double time for all hours worked over 12 hours on the days with reduced hours.

69. Defendants owe overtime wages for all hours worked in excess of 8 hours per day and/or 40 hours per week to all employees working under an unlawful and/or invalid AWS.

70. Defendants' failure to pay Plaintiff's and the aggrieved employees' regular, overtime, and double time wages violates the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

71. At all relevant times set forth herein, the applicable IWC Wage Order(s) and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and the aggrieved employees' employment by Defendants.

1 72. At all relevant times set forth herein, California Labor Code § 226.7 provides that
2 no employer shall require an employee to work during any meal period mandated by an applicable
3 order of the California IWC.

4 73. At all relevant times set forth herein, California Labor Code § 226.7 provides that
5 no employer shall require an employee to work during any meal period mandated by an applicable
6 order of the California IWC.

7 74. At all relevant times set forth herein, the applicable IWC Wage Order and
8 California Labor Code § 512(a) provide that an employer may not require, cause or permit an
9 employee to work for a period of more than 5 hours per day without providing the employee with
10 an uninterrupted meal period of not less than 30 minutes, except that if the total work period per
11 day of the employee is not more than 6 hours, the meal period may be waived by mutual consent
12 of both the employer and the employee.

13 75. At all relevant times set forth herein, the applicable IWC Wage Order and
14 California Labor Code section 512(a) further provide that an employer may not require, cause or
15 permit an employee to work for a period of more than 10 hours per day without providing the
16 employee with a second uninterrupted meal period of not less than 30 minutes, except that if the
17 total hours worked is not more than 12 hours, the second meal period may be waived by mutual
18 consent of the employer and the employee only if the first meal period was not waived.

19 76. During the relevant time period, Plaintiff and the aggrieved employees who were
20 scheduled to work for a period of time no longer than 6 hours, and who did not waive their
21 legally-mandated meal periods by mutual consent, were required to work for periods longer than 5
22 hours without an uninterrupted meal period of not less than 30 minutes.

23 77. During the relevant time period, Plaintiff and the aggrieved employees who were
24 scheduled to work for a period of time in excess of 6 hours were required to work for periods
25 longer than 5 hours without an uninterrupted meal period of not less than 30 minutes.

26 78. During the relevant time period, Plaintiff and the aggrieved employees who were
27 scheduled to work in excess of 10 hours but no longer than 12 hours, and who did not waive their
28 legally-mandated meal periods by mutual consent were required to work in excess of 10 hours

1 without receiving a second uninterrupted meal period of not less than 30 minutes.

2 79. During the relevant time period, Plaintiff and the aggrieved employees who were
3 scheduled to work for a period of time in excess of 12 hours were required to work for periods
4 longer than 10 hours without a second uninterrupted meal period of not less than 30 minutes.

5 80. During the relevant time period, Defendants willfully required Plaintiff and the
6 aggrieved employees to work during meal breaks and failed to compensate Plaintiff and the
7 aggrieved employees for work performed during meal breaks.

8 81. Employees were not able to take duty-free meal breaks of at least 30 minutes for
9 every 5 hours of work. Employees routinely missed meal breaks or had late, short, or interrupted
10 meal breaks due to a heavy workload and lack of sufficient staffing. Further, Defendants required
11 employees to clock out for meal breaks, thus creating records of what appeared to be compliant
12 meal breaks, even if employees did not take a meal break at all or if the breaks were short, late, or
13 interrupted. The inaccurate time records were created by the aggrieved employees themselves, in
14 accordance with Defendants' instructions and/or expectations, and/or by their managers and
15 supervisors.

16 82. During the relevant time period, Defendants failed to pay Plaintiff and the
17 aggrieved employees meal break premiums for non-compliant meal breaks pursuant to California
18 Labor Code § 226.7.

19 83. Defendants' conduct violates the applicable IWC Wage Order(s) and California
20 Labor Code §§ 226.7 and 512(a).

21 84. At all relevant times set forth herein, the applicable IWC Wage Order(s) and
22 California Labor Code § 226.7 were applicable to Plaintiff's and the aggrieved employees'
23 employment by Defendants.

24 85. At all relevant times set forth herein, California Labor Code § 226.7 provides that
25 no employer shall require an employee to work during any rest period mandated by an applicable
26 order of the California IWC.

27 86. At all relevant times set forth herein, the applicable IWC Wage Order provides that
28 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
3 or major fraction thereof” unless the total daily work time is less than three and one-half (3½)
4 hours.

5 87. Defendants systematically failed to provide Plaintiff and the aggrieved employees
6 with duty-free rest breaks of at least 10 minutes for each 4 hours worked or major fraction thereof.
7 Plaintiff and the aggrieved employees were not able to take duty-free rest breaks of at least 10
8 minutes for every four hours of work or major fraction thereof for the same reasons set forth above
9 pertaining to meal breaks.

10 88. During the relevant time period, Defendants failed to pay Plaintiff and the
11 aggrieved employees rest break premiums for non-compliant rest breaks pursuant to California
12 Labor Code § 226.7.

13 89. Defendants’ conduct violates the applicable IWC Wage Orders and California
14 Labor Code § 226.7.

15 90. At all relevant times set forth herein, California Labor Code §§ 2800 and 2802
16 provide that an employer must reimburse employees for all necessary expenditures or losses
17 incurred in direct consequence of the discharge of their duties.

18 91. During the relevant time period, Defendants required Plaintiff and the aggrieved
19 employees to absorb those necessary expenditures and losses, wrongfully shifting Defendants’
20 cost of doing business onto Plaintiff and the aggrieved employees. Employees were required to
21 use their personal cell phones for work and were not reimbursed for the associated expenses.
22 Employees were also required to use their personal vehicles for work purposes beyond the normal
23 commute, such as picking up supplies and attending off-site training, and were not reimbursed for
24 their mileage expenses. Defendants also charged employees for replacing necessary equipment
25 and supplies, including ID badges.

26 92. At all relevant times set forth herein, California Labor Code § 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate itemized wage statement in
28 writing showing the following information: (1) gross wages earned; (2) total hours worked by the

1 employee, except for any employee whose compensation is solely based on a salary and who is
2 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
3 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
4 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
5 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
6 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
7 name of the employee and his or her social security number, except that by January 1, 2008, only
8 the last four digits of his or her social security number or an employee identification number other
9 than a social security number may be shown on the itemized statement; (8) the name and address
10 of the legal entity that is the employer; and (9) 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.

12 93. Defendants have intentionally and willfully failed to provide employees with
13 complete and accurate wage statements. The number of hours worked and the corresponding
14 hourly rates are inaccurate as a consequence of Defendants' failure to pay regular, overtime, and
15 double time wages, as set forth herein.

16 94. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
17 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

18 95. Specifically, Plaintiff and the aggrieved employees have been injured by
19 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
20 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
21 statements under California Labor Code § 226(a). Plaintiff and the aggrieved employees have
22 been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has
23 caused confusion over whether they had received all of the wages owed them, in addition to their
24 difficulty and expense in reconstructing pay records and making mathematical computations to
25 analyze whether the wages paid them did in fact compensate them for all hours worked.

26 96. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
27 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
28 information and the employee cannot promptly and easily determine such information from the

1 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
2 deemed to suffer injury if the wage statement does not accurately and completely state the total
3 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate.

5 97. Plaintiff and the aggrieved employees are deemed to have suffered injury because
6 their wage statements did not provide complete and accurate information regarding the total
7 number of hours worked in a given pay period, the applicable hourly rates in effect during the pay
8 period, or the corresponding number of hours worked at each hourly rate.

9 98. At all relevant times set forth herein, California Labor Code § 227.3 provides that
10 unless otherwise stipulated by a collective bargaining agreement, whenever a contract of
11 employment or employer policy provides for paid vacations, all vested vacation must be paid to
12 the employee.

13 99. At all relevant times set forth herein, Defendants failed to pay Plaintiff and the
14 other aggrieved employees all vacation wages owed in violation of California Labor Code § 227.3.
15 Defendants maintained a “Paid Time Off” (PTO) policy which placed a hard cap on the amount of
16 vacation time that could be earned (known as “Maximum Carry-over”). When aggrieved
17 employees who were on AWS took paid time off, Defendants deducted incorrect PTO hours such
18 that the aggrieved employees would forfeit a certain portion of their accrued PTO hours when the
19 Maximum Carry-over limit kicks in to cut off further accrual. Further, Defendants made what
20 were in effect unlawful deductions from employees’ earned vacation time by sending them home
21 early to save on labor costs and requiring them to use their accrued vacation time in order to be
22 paid for the hours they had been scheduled to work.

23 100. As a result of Defendants’ violation of California Labor Code § 227.3, Plaintiff and
24 the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

25
26 **PRAYER FOR RELIEF**

27 Plaintiff, on behalf of herself and the other aggrieved employees, prays for relief and
28 judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to California Labor Code § 2699(f) & (g) in the amount of \$100 for each aggrieved employee per pay period for initial violations and \$200 for each aggrieved employee per pay period for subsequent violations, plus attorneys' fees and costs;
2. For civil penalties pursuant to California Labor Code § 558 in the amount of \$50 per pay period for each initial violation and \$100 per pay period for each subsequent violation, for all affected employees; and
3. For such other and further relief as the Court may deem equitable and appropriate.

Dated: September 8, 2020

AEQUITAS LEGAL GROUP

By: 

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