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Assigned for all purposes to
Judge Jeffrey B. Jones
including trial

Attorneys for Plaintiff, LORENA SUAREZ GUZMAN,
on behalf of herself and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL COUNTY

LORENA SUAREZ GUZMAN, on behalf of
herself and all others aggrieved,

CASE NO.: ECU001618

REPRESENTATIVE ACTION

Plaintiff,

**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**

v.

DEMAND FOR JURY TRIAL

PERI & SONS FARMS OF CALIFORNIA,
LLC., a Nevada limited liability company;
ROY ESTRADA, an individual; and DOES 1
through 100, inclusive,

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

Defendants.

COMES NOW plaintiff LORENA SUAREZ GUZMAN ("Plaintiff"), on behalf of herself and all others aggrieved, and alleges as follows:

JURISDICTION AND VENUE

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"), against PERI & SONS FARMS OF CALIFORNIA, LLC, a Nevada limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California ("PERI"), and ROY ESTRADA, an individual ("ESTRADA," and together with PERI and DOES 1 through 100, as further defined below, "Defendants"), as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees")

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

3. Venue is proper in Imperial County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Imperial County is where the causes of action, or some of them complained of herein arose; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Aggrieved Employees in Imperial County, and because Defendants employ numerous Aggrieved Employees in Imperial County.

4. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term "civil penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA") plus reasonable attorneys' fees and costs, for Plaintiff and all other aggrieved current and former employees of Defendants during the Civil Penalty Period.

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

5 6. During the period beginning one (1) year preceding the provision of notice to the
6 LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"),
7 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
8 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1,
9 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

10 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
11 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
12 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
13 specified in Labor Code section 2699.3.

14 8. On or around July 24, 2020, Plaintiff provided written notice pursuant to Labor Code
15 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
16 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
17 by certified mail, with return receipt requested to Defendants, and each of them.

18 9. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
19 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
20 calendar days of the July 24, 2020 postmarked date of the herein-described notice sent by Plaintiff
21 to the LWDA and Defendants.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 10. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to pay overtime wages to Plaintiffs and other non-exempt employees in the State of
25 California in violation of California state wage and hour laws as a result of, without limitation,
26 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
27 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
28 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually

1 worked; to come early to work and leave late work without being able to clock in for all that time,
2 to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks
3 before clocking in (including, without limitation, handwashing) and post-shift tasks after clocking
4 out, editing and/or manipulation of time entries to show less hours than actually worked, failing to
5 pay some hours worked entirely, and for paying straight pay instead of overtime pay, to the
6 detriment of Plaintiff and other Aggrieved Employees.

7 11. At all relevant times mentioned herein, Defendants had and have a practice or policy
8 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
9 worked or otherwise under Defendants' control as a result of, without limitation, failing to
10 accurately track and/or pay for all minutes actually worked; to come early to work and leave late
11 work without being able to clock in for all that time, to suffer under Defendants' control due to long
12 lines for clocking in, to complete pre-shift tasks before clocking in (including, without limitation,
13 handwashing) and post-shift tasks after clocking out, editing and/or manipulation of time entries to
14 show less hours than actually worked, failing to pay some hours worked entirely, failing to pay
15 reporting time pay; failing to pay split shift premiums; and failing to track and pay for rest and
16 recovery periods and other non-productive time that is separate and apart from any piece-rate wages
17 due, to the detriment of Plaintiff and other Aggrieved Employees.

18 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to provide Plaintiffs and other Aggrieved Employees a thirty (30) minute uninterrupted,
20 timely, and complete meal period for days on which the employee worked in excess of five (5) and
21 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
22 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
23 not providing timely meal periods; failing to provide first and second meal periods; providing short
24 meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call
25 meal periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during
26 which employees worked, as required by California wage and hour laws.

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1 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to provide Plaintiffs and other Aggrieved Employees paid, uninterrupted, timely, and
3 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
4 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
5 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
6 them; not providing them in a timely fashion; and not permitting employees to leave the premises;
7 and/or otherwise requiring on-duty/on-call rest periods, as required by California wage and hour
8 laws.

9 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
11 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
12 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
13 hourly rates in effect during the pay period and the corresponding number of hours worked at each
14 hourly rate by the employee; the legal name of the employer and/or the name and address of the legal
15 entity securing the employer's services if the employer is a farm labor contractor; the total hours of
16 compensable rest and recovery periods and total hours of non-productive time, and other such
17 information, as required by Labor Code sections 226.2, subdivisions (a)(2)(A-B), and 226,
18 subdivision (a)

19 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
21 Plaintiff and other Aggrieved Employees with documents signed to obtain or hold employment
22 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
23 under Labor Code section 1174, making it difficult for Plaintiff and other Aggrieved Employees to
24 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other
25 Aggrieved Employees.

26 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
27 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
28 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime

1 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
2 Code sections 201, 202, and 203.

3 17. At all relevant times mentioned herein, Defendants have had a policy or practice of
4 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
5 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
6 Employees with the rates of pay and overtime rates of pay applicable to their employment;
7 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
8 name, address, and telephone number of the workers' compensation insurance carrier; information
9 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
10 under Labor Code section 2810.5.

11 18. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
12 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
13 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
14 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
15 all other Aggrieved Employees.

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

22 20. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
23 Code sections 210, 226.3, 558, 1197.1, and 2699 for the herein-described acts, which violate the
24 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
25 Employees pursuant to PAGA.

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PARTIES

A. Plaintiff

21. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, sorting, packing, shipping, or otherwise preparing agricultural products for market and/or distribution. Plaintiff is informed and believes that Plaintiff worked for Defendants from approximately May of 2016 through approximately September of 2019.

B. Defendants

22. Plaintiff is informed and believes and based thereon alleges that defendant PERI is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Nevada and doing business in the County of Imperial, State of California.

23. Plaintiff is informed and believes and based thereon alleges that defendant ESTRADA is, and at all times relevant hereto was, an individual residing in California, as well as Production Manager for PERI, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that ESTRADA, in his capacity as the Production Manager, violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

24. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
3 include PERI, ESTRADA, and any of their parent, subsidiary, or affiliated companies within the
4 State of California, as well as DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

6 25. Plaintiff is informed and believes and based thereon alleges that all the times
7 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 26. All of the acts and conduct described herein of each and every corporate defendant
12 was duly authorized, ordered, and directed by the respective and collective defendant corporate
13 employers, and the officers and management-level employees of said corporate employers. In
14 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
15 their said employees, agents, and representatives, and each of them; and upon completion of the
16 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
17 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
18 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
19 aforementioned corporate employees, agents and representatives.

20 27. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants, and each of them, are joint employers.

22 **FIRST CAUSE OF ACTION**

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

24 28. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
25 and incorporates each by reference as though fully set forth hereat.

26 29. At all relevant times herein, Labor Code section 204, requires and required that:
27 "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 30. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
6 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 31. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
12 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
13 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
14 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
15 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
16 for each subsequent violation in connection with each payment that was made in violation of Labor
17 Code section 204.

18 **SECOND CAUSE OF ACTION**

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

20 32. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
21 and incorporates each by reference as though fully set forth hereat.

22 33. Defendants had and have a policy or practice of failing to comply with Labor Code
23 section 226, subdivision (a) by intentionally failing to furnish Plaintiff with itemized wage
24 statements that accurately reflect gross wages earned; total hours worked; net wages earned; the
25 name and address of each employer with whom they have been placed to work; all applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked at each hourly
27 rate; the legal name of the employer and/or the name and address of the legal entity securing the
28 employer’s services if the employer is a farm labor contractor; the total hours of compensable rest

1 and recovery periods and total hours of non-productive time, and other such information, as required
2 by Labor Code sections 226.2, subdivisions (a)(2)(A-B), and 226, subdivision (a) and other such
3 information as required by Labor Code section 226, subdivision (a).

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

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

11 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
12 and have a policy or practice of failing to furnish non-exempt employees, including, without
13 limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total
14 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
15 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
16 name of the employer and/or the name and address of the legal entity securing the employer’s services
17 if the employer is a farm labor contractor; and other such information as required by Labor Code
18 section 226, subdivision (a).

19 37. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
20 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
21 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
22 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
23 period for each subsequent violation.

24 **THIRD CAUSE OF ACTION**

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

26 38. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
27 and incorporates each by reference as though fully set forth hereat.

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- 5 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
6 pay period for which the employee was underpaid in addition to an amount sufficient
7 to recover underpaid wages;
- 8 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
9 employee for each pay period for which the employee was underpaid in addition to
10 an amount sufficient to recover underpaid wages;
- 11 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

40. Plaintiff is informed and believes, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: 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.

41. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

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

42. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
and incorporates each by reference as though fully set forth hereat.

43. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or

1 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
2 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
3 Section 203 as follows:

4 (1) For any initial violation that is intentionally committed, one hundred dollars
5 (\$100) for each underpaid employee for each pay period for which the
6 employee is underpaid. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to Section
8 1194.2, and any applicable penalties imposed pursuant to Section 203.

9 (2) For each subsequent violation for the same specific offense, two hundred fifty
10 dollars (\$250) for each underpaid employee for each pay period for which the
11 employee is underpaid regardless of whether the initial violation is
12 intentionally committed. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.

15 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
16 Section 203, recovered pursuant to this section shall be paid to the affected
17 employee.”

18 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
19 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
20 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ wages for all hours
21 worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
22 accurately track and/or pay for all minutes actually worked; requiring employees to come early to
23 work and leave late work without being able to clock in for all that time, to require employees suffer
24 under Defendants’ control due to long lines for clocking in, to complete pre-shift tasks before
25 clocking in (including, without limitation, handwashing) and post-shift tasks after clocking out,
26 editing and/or manipulation of time entries to show less hours than actually worked, failing to pay
27 some hours worked entirely, failing to pay reporting time pay; and failing to track and pay for rest
28 and recovery periods and other non-productive time that is separate and apart from any piece-rate

1 wages due.

2 45. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
4 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
5 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
6 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
7 subsequent violation.

8 **FIFTH CAUSE OF ACTION**

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

10 46. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
11 and incorporates each by reference as though fully set forth hereat.

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

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

24 49. Plaintiff is informed and believes and based thereon alleges that Defendants, and
25 each of them, violated the Labor Code sections described herein, including, without limitation, for
26 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
27 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
28 employment and after employment separation; provide employees the opportunity to inspect

1 employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their
2 work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual
3 and use of paid sick leave; entitling Plaintiff and other Aggrieved Employees to civil penalties for
4 each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision
5 (f).

6 50. Moreover, Plaintiff and other Aggrieved Employees within the State of California
7 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
8 connection with their herein-described claims for civil penalties.

9 **REQUEST FOR JURY TRIAL**

10 51. Plaintiff hereby requests a trial by jury.

11 **PRAYER**

12 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
13 judgment against Defendants as follows:

- 14 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
15 1197.1, and 2699;
16 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
17 210, 226.3, 558, 1197.1, and 2699;
18 C. Pre-judgment and post-judgment interest;
19 D. For costs of suit incurred herein; and
20 E. Such other and further relief as the Court deems just and proper.

21 Dated: October 7, 2020

BIBIYAN LAW GROUP, P.C.

22
23
24 BY:


DIEGO AVILES

DAVID D. BIBIYAN

Attorneys for Plaintiff LORENA SUAREZ
GUZMAN on behalf of herself and all others
aggrieved