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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

STK-CV-40E-2020-9623

CLASS ACTION COMPLAINT

Leticia Romero; Hilda Mancilla de Magana; Maria Linares; and Maria de Jesus Becerra, on behalf of themselves and others similarly situated and the general public,

Plaintiffs,

v.

Morada Produce Company, L.P.; and DOES 1 through 50, inclusive,

Defendants.

- (1) Failure to Pay All Hours Worked
- (2) Failure to Pay All Overtime Hours Worked
- (3) Meal Period Violations
- (4) Rest Period Violations
- (5) Wage Statement Violations
- (6) Waiting Time Penalties
- (7) Private Attorneys General Act
- (8) Unfair Competition in Violation of California Business and Professions Code §§ 17200 Et. Seq

JURY TRIAL DEMANDED

1 1. PLAINTIFFS Leticia Romero (hereinafter "ROMERO"), Hilda Mancilla de Magana
2 (hereinafter "MAGANA"), Maria Linares (hereinafter "LINARES"), and Maria de Jesus Becerra
3 (hereinafter "BECERRA") submit this Complaint against Morada Produce Company, L.P. (hereinafter
4 "DEFENDANT"), and DOES 1 through 50, inclusive (hereinafter "DOES") (collectively
5 "DEFENDANTS"). The allegations below are made on PLAINTIFFS' information and belief:
6

7 **I. INTRODUCTION**

8 2. This class action is submitted by PLAINTIFFS for the purpose of prosecuting claims on
9 their behalf and on behalf of the putative class identified below. PLAINTIFFS identify violations of
10 California Labor Code ("Labor Code") §§ 201-204, 221, 223, 226, 226.7, 510, 512, 1174, 1194, , and
11 2698, et seq. (Private Attorneys General Act of 2004 or "PAGA"), California Business and Professions
12 Code § 17200, et seq. ("Unfair Practices Act"), and the Industrial Welfare Commission Wage Order
13 ("IWC") No. 8.
14

15 3. This complaint challenges systemic illegal employment practices by DEFENDANTS
16 resulting in violations of the aforementioned statutes and authorities.

17 4. The PAGA, codified in Cal. Labor Code §2698, et seq., allows a private citizen to
18 pursue civil penalties on behalf of the State of California Labor and Workforce Development Agency
19 ("LWDA"). The aggrieved employees are allow to seek civil penalties not only for violations that he or
20 she personally suffered but also for violations of "other current or former employees."
21

22 5. PLAINTIFFS are informed and believe and based thereon allege that DEFENDANTS,
23 jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard
24 to the rights of all employees in receiving all wages and other benefits due and minimally required of
25 every employer under California law.
26

27 6. PLAINTIFFS are informed and believe and based thereon allege that DEFENDANTS
28 have engaged in, among other things, a system of willful violations of the California Labor Code,

1 Business and Professions Code, and Wage Order No. 8 by creating and maintaining policies, practices,
2 and customs that knowingly deny employees: (1) wages for all hours worked (regular and overtime);
3 (2) compensation for improper/inadequate meal periods; (3) compensation for improper/inadequate rest
4 breaks; (4) accurate/itemized wage statements; and (5) waiting time penalties.

5
6 7. The policies, practices, and customs of DEFENDANTS described above and below have
7 resulted in unjust enrichment of DEFENDANTS and an unfair business advantage over businesses that
8 routinely adhere to the strictures of the California Labor Code, Business and Professions Code, and
9 Wage Order No. 8.

10 8. The class period is the four years from the filing of this action, through entry of final
11 judgment in this action ("CLASS PERIOD").

12 II. JURISDICTION AND VENUE

13
14 9. The Court has jurisdiction over the violations of the Labor Code §§ 201-204, 221, 223,
15 226, 226.7, 510, 512, 1174, 1194, the PAGA, the Unfair Practices Act, and Wage Order No. 8.

16 10. Jurisdiction is proper in this Court because alleged damages exceed twenty-five
17 thousand dollars (\$25,000.00).

18 11. Venue is proper because PLAINTIFFS worked for DEFENDANTS within the County
19 of San Joaquin.

20
21 12. PLAINTIFFS meet the requirements of C.C.P. § 382 to bring this action because, among
22 other reasons, the question is one of common or general interest, is a question of many persons and/or
23 the parties are numerous, and it is impracticable to bring them all before the Court.

24 III. PARTIES

25 13. PLAINTIFFS are individuals who were hired by DEFENDANTS as nonexempt
26 employees. PLAINTIFFS worked DEFENDANTS at its Stockton facility.
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1 14. DEFENDANT is registered with the California Secretary of State as a limited
2 partnership. DEFENDANT'S principal place of business is located in Stockton, California.
3 DEFENDANT is a grower, packer, and shipper of cherries, onions, and bell peppers for domestic and
4 global markets. Over 50% of DEFENDANT'S volume is company grown and owned. DEFENDANT
5 has several facilities, including facilities in Stockton, California and Linden, California.
6

7 15. DEFENDANTS were employers of PLAINTIFFS and other employees similarly
8 situated during the relevant class claim period.

9 16. At all times herein mentioned, DEFENDANTS are corporations, business entities,
10 individuals, and/or partnerships, doing business in the State of California. DEFENDANTS own and
11 operate an industry, business, and establishment within California. As such, and based upon all the
12 facts and circumstances incident to DEFENDANTS' business in California, DEFENDANTS are
13 subject to California laws that regulate the employment and working conditions of employees in
14 California, including California Labor Code §§ 201-204, 221, 223, 226, 226.7, 510, 512, 1174, 1194,
15 the PAGA, the Unfair Practices Act, and Wage Order No. 8.
16

17 17. PLAINTIFFS do not know the true names or capacities, whether individual, partner, or
18 corporate, of the defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
19 defendants are sued under such fictitious names, and PLAINTIFFS pray leave to amend this complaint
20 when the true names and capacities are known. PLAINTIFFS are informed, believe and thereon allege
21 that each of said fictitious defendants were responsible in some way for the matters alleged herein and
22 proximately caused PLAINTIFFS and members of the class to be subject to the illegal employment
23 practices, wrongs, and injuries complained of herein.
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IV. CLASS ACTION ALLEGATIONS

18. **DEFINITION:** PLAINTIFFS bring this action on behalf of themselves and a putative class of similarly situated employees pursuant to California Code of Civil Procedure § 382. The class is defined as:

**“All current and former hourly or non-exempt employees of
DEFENDANTS who worked in the State of California at any time
from four years from the date of the filing of this action through the
entry of final judgment in this action.”**

19. **NUMEROSITY AND ASCERTAINABILITY:** The members of the class are so numerous that joinder of all members would be impractical, if not impossible. PLAINTIFFS are informed and believe that there are over one hundred (100) employees working for DEFENDANTS in California at any one time. The identity of putative class members is readily ascertainable by review of DEFENDANTS’ records. Notice can be provided to DEFENDANTS’ employees using techniques and a form of notice similar to those customarily used in class action lawsuits.

20. PLAINTIFFS are informed, believe, and based thereon allege that DEFENDANTS’ employees are denied:

- a) Compensation for all hours worked;
- b) Compensation for all overtime hours worked;
- c) Missed or improper rest period compensation;
- d) Missed or improper meal period compensation;
- e) Accurate itemized wage statements; and
- f) Waiting time penalties.

21. **ADEQUACY OF REPRESENTATION:** PLAINTIFFS are members of the putative class. PLAINTIFFS do not have any conflicts of interest with other putative class members and will

1 prosecute the case vigorously on behalf of the putative class. PLAINTIFFS will fairly and adequately
2 represent and protect the interests of putative class members. PLAINTIFFS' counsel is competent and
3 experienced in litigating wage and hour class actions.

4
5 22. **SUPERIORITY OF CLASS ACTION:** A class action is superior to all other available
6 means of fair and efficient adjudication of this controversy. Individual joinder of all putative class
7 members is not practicable, and questions of law and fact common to the putative class predominate
8 over any questions affecting only individual members of the class. DEFENDANTS' employees have
9 been damaged and are entitled to recovery by reason of DEFENDANTS' unlawful policies and/or
10 practices described herein. Because the damages suffered by individual putative class members may be
11 relatively small, albeit significant, the expense and burden of individual litigation make it impractical
12 for most putative class members to seek individual redress for the wrongful conduct alleged. Class
13 action treatment will allow those similarly situated persons to litigate their claims in the manner that is
14 most efficient and economical for the parties and the judicial system.

15
16 23. The Labor Code and Wage Order No. 8 are broadly remedial in nature. These laws and
17 labor standards serve an important public interest in establishing minimum working conditions and
18 standards in California. These laws and labor standards protect the average working employee from
19 exploitation by employers who may seek to take advantage of superior economic conditions and
20 bargaining power in setting onerous terms and conditions of employment.

21
22 24. The nature of this action and the format of laws available to PLAINTIFFS and members
23 of the putative class identified herein make the class action format a particularly efficient and
24 appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an
25 individual lawsuit, the corporate DEFENDANTS would necessarily gain an unconscionable advantage
26 since it would be able to exploit and overwhelm the limited resources of each individual plaintiff with
27 their vastly superior financial and legal resources. Requiring each putative class member to pursue an
28

1 individual remedy would also discourage the assertion of lawful claims by employees who would be
2 disinclined to file an action against their former and/or current employer for real and justifiable fear of
3 retaliation and permanent damage to their careers at subsequent employment.

4
5 25. The prosecution of separate actions by individual putative class members, even if
6 possible, would create a substantial risk of: (a) Inconsistent or varying adjudications with respect to
7 individual putative class members against the DEFENDANTS, which would establish potentially
8 incompatible standards of conduct for the DEFENDANTS; and/or (b) Adjudications with respect to
9 individual putative class members which would, as a practical matter, be dispositive of the interest of
10 the other putative class members not parties to the adjudications, or which would substantially impair
11 or impede the ability of DEFENDANTS' aggrieved employees to protect their interests. Further, the
12 claims of the individual members of the putative class are not sufficiently large to warrant vigorous
13 individual prosecution considering all of the concomitant costs and expenses.
14

15 26. **COMMON QUESTION OF LAW AND FACT:** There are questions of law and fact
16 common to putative class members that predominate over any questions affecting only individual
17 members of the class. These common questions of law and fact include:

18 27. Whether DEFENDANTS have failed to pay employees their wages for all hours
19 worked;
20

21 28. Whether DEFENDANTS have failed to pay employees their wages for all overtime
22 hours worked;

23 29. Whether DEFENDANTS have failed to provide compensation to employees who were
24 not provided rest periods in accordance with applicable law;

25 30. Whether DEFENDANTS have failed to provide compensation to employees who were
26 not provided meal periods in accordance with applicable law;
27
28

1 31. Whether wage statements provided to DEFENDANTS' employees are adequate under
2 applicable law, and whether employees are entitled to receive statutory penalties from DEFENDANTS
3 for each wage statement violation committed; and

4 32. Whether DEFENDANTS willfully failed to pay all wages due to DEFENDANTS'
5 employees who were discharged or quit, and whether such employees are entitled to receive statutory
6 waiting time penalties from DEFENDANTS.
7

8 33. **TYPICALITY:** PLAINTIFFS' claims are typical to the claims of all members of the
9 putative class. PLAINTIFFS are members of the putative class and has suffered the alleged, class-wide
10 violations described herein.
11

12 **V. STATEMENT OF FACTS**

13 34. On or about 2007, MAGANA was hired by DEFENDANTS as a sorter. MAGANA
14 sorted fruit for DEFENDANTS. MAGANA'S separation of employment with DEFENDANTS was
15 approximately June 3, 2020.

16 35. On or about 2015, BECERRA was hired by DEFENDANTS as a sorter. BECERRA also
17 packed produce when needed. BECERRA sorted fruit for DEFENDANTS. BECERRA'S separation of
18 employment with DEFENDANTS was approximately May 28, 2020.
19

20 36. On or about April 2020, ROMERO was hired by DEFENDANTS as a packer. ROMERO
21 also sorted produce when needed. ROMERO'S separation of employment with DEFENDANTS was
22 approximately the first week of June 2020.

23 37. On or about 2008, LINARES was hired by DEFENDANTS as a packer. LINARES also
24 sorted produce when needed. LINARES packed fruit for DEFENDANTS. LINARES' separation of
25 employment with DEFENDANTS was approximately June 7, 2020.

26 38. During the course of their employment, PLAINTIFFS and similarly aggrieved employees
27 regularly worked seven (7) days per week for DEFENDANTS.
28

1 39. During the course of their employment, PLAINTIFFS and similarly aggrieved employees
2 were regularly scheduled to work shifts of eight (8) or more hours per day, or forty (40) or more hours per
3 week.

4 40. PLAINTIFFS and similarly aggrieved employees of Defendant were paid by check on a
5 weekly basis.
6

7 41. During the course of their employment, DEFENDANTS failed to properly compensate
8 PLAINTIFFS and similarly aggrieved employees for all hours worked and at their regular and overtime
9 rates of pay.

10 42. During the course of their employment, DEFENDANTS failed to pay PLAINTIFFS and
11 similarly aggrieved employees at least the minimum wage for off-the-clock hours worked.

12 43. During the course of their employment, DEFENDANTS had a policy and practice of not
13 paying PLAINTIFFS and similarly aggrieved employees for off-the-clock hours worked before and after
14 their scheduled shift.
15

16 44. PLAINTIFFS and similarly aggrieved employees performed off-the-clock hours worked
17 while walking from DEFENDANTS' parking lot, where they were required to station their vehicles, to
18 DEFENDANTS' facilities at the start of their shift. In addition, PLAINTIFFS and similarly aggrieved
19 employees performed off-the-clock hours worked at the end of their shift while walking from
20 DEFENDANTS' facilities to the parking lot where they were required to station their vehicles.

21 45. DEFENDANTS had a policy and practice of requiring PLAINTIFFS and similarly
22 aggrieved employees to station their vehicles at designated parking lots. However, the assigned parking lots
23 were located at a distance from DEFENDANTS' facilities. PLAINTIFFS and similarly aggrieved
24 employees were not allowed to station their vehicles at a parking lot located closer to DEFENDANTS'
25 facilities.
26

27 46. The time that PLAINTIFFS and similarly aggrieved employees spent walking from the
28 location where their vehicles were stationed to DEFENDANTS' facilities prior to the commencement of the

1 scheduled shift, and vice versa after the conclusion of their scheduled shift, was not compensated by
2 DEFENDANTS.

3 47. Additionally, upon arrival at DEFENDANTS' facilities, DEFENDANTS had a policy and
4 practice of requiring PLAINTIFFS and similarly aggrieved employees to store their lunch boxes at the
5 designated location where they took breaks prior to clocking in for the start of their shift. The time that
6 PLAINTIFFS and similarly aggrieved employees spent walking to the location where they stored their
7 lunch boxes and the location where DEFENDANTS' timekeeping system and personal protective
8 equipment ("PPE") for PLAINTIFFS and similarly aggrieved employees was located was not compensated.
9 The same held true for the time spent by PLAINTIFFS and similarly aggrieved employees walking from the
10 location of DEFENDANTS' timekeeping system at the end of their shift to the location where their lunch
11 boxes were stored.
12

13 48. During the course of their employment, DEFENDANTS had a policy and practice of not
14 compensating PLAINTIFFS and similarly aggrieved employees for all time spent donning and doffing PPE
15 at their respective regular and overtime rates of pay; and at least the minimum wage rate.
16

17 49. DEFENDANTS had a policy and practice of requiring PLAINTIFFS and similarly
18 aggrieved employees to don part of their PPE prior to clocking in at the start of their shift. Upon arrival at
19 DEFENDANTS' entrance where PPE was located, PLAINTIFFS and similarly aggrieved employees had to
20 wait to access the PPE, given that PLAINTIFFS and similarly aggrieved employees were attempting to
21 obtain PPE at the same time. Once PLAINTIFFS and similarly aggrieved employees obtained their PPE, it
22 took them time to put on their PPE. PPE included a hair net and face mask. Once PLAINTIFFS and
23 similarly aggrieved employees put on their PPE, they had to wait to punch in for the start of their shift and
24 proceed to put on the remainder of their PPE.
25

26 50. Similarly, DEFENDANTS had a policy and practice of requiring PLAINTIFFS and
27 similarly aggrieved employees to doff part of their PPE after clocking out at the end of their shift. After
28

1 clocking out at the end of their shift, PLAINTIFFS and similarly aggrieved employees took off their aprons
2 and placed them in assigned bins, along with taking off their PPE.

3 51. The time that PLAINTIFFS and similarly aggrieved employees spent waiting to don and
4 doff their PPE, and time spent actually donning and doffing PPE, was not compensated by DEFENDANTS.

5 52. During the course of their employment, DEFENDANTS had a policy and practice of
6 rounding the hours worked by PLAINTIFFS and similarly aggrieved employees in fifteen (15) minute
7 increments. However, DEFENDANTS' rounding policy was not fairly and neutrally applied, which
8 resulted in the underpayment of hours worked by PLAINTIFFS and similarly aggrieved employees.
9

10 53. During the course of their employment, DEFENDANTS had a policy and practice of
11 automatically deducting thirty (30) minutes from meal breaks from the hours worked by PLAINTIFFS and
12 similarly aggrieved employees. As a result, DEFENDANTS failed to properly compensate PLAINTIFFS
13 and similarly aggrieved employees for hours worked and time spent under DEFENDANTS' control during
14 the automatically deducted thirty (30) minute period.
15

16 54. During the course of their employment, DEFENDANTS failed to provide, authorize, and
17 permit PLAINTIFFS and similarly aggrieved employees with proper meal periods.

18 55. DEFENDANTS had a policy and practice of timing the length of meal breaks from the time
19 that DEFENDANTS' supervisors notified PLAINTIFFS and similarly aggrieved employees of such breaks
20 and DEFENDANTS stopped its machines. By the time PLAINTIFFS and similarly aggrieved employees
21 arrived at DEFENDANTS' designated location where breaks were taken, PLAINTIFFS and similarly
22 aggrieved employees were provided with less than thirty (30) minute uninterrupted meal breaks outside
23 DEFENDANTS' control.
24

25 56. Upon arrival outside of DEFENDANTS' facilities, PLAINTIFFS and similarly aggrieved
26 employees spent time taking off their aprons and hanging them at a designated location and subsequently
27 walk to the designated break site. Upon arrival at DEFENDANTS' designated break site, PLAINTIFFS and
28 similarly aggrieved employees were provided with meal breaks that were less than thirty (30) minutes in

length. Soon after sitting down for their meal breaks, PLAINTIFFS and similarly aggrieved employees were ordered to return to work. Thereafter, PLAINTIFFS and similarly aggrieved employees put their food away, walked back to the location where their aprons were located, put on their aprons and PPE, and returned to their work locations inside DEFENDANTS' facilities.

57. During the course of their employment, DEFENDANTS did not have a policy and practice of compensating PLAINTIFFS and similarly aggrieved employees with premium wages when proper meal breaks were not provided to them.

58. During the course of their employment, DEFENDANTS failed to provide, authorize, and permit PLAINTIFFS and similarly aggrieved employees with proper rest periods.

59. DEFENDANTS had a policy and practice of timing the length of rest breaks from the time that DEFENDANTS' supervisors notified PLAINTIFFS and similarly aggrieved employees of such breaks and DEFENDANTS stopped its machines. Similar to DEFENDANTS' policy and practice of timing the length of meal breaks, by the time PLAINTIFFS and similarly aggrieved arrived at DEFENDANTS' designated location where breaks were taken, PLAINTIFFS and similarly aggrieved employees were provided with less than ten (10) minute uninterrupted rest breaks outside DEFENDANTS' control.

60. Additionally, there were occasions when DEFENDANTS did not provide PLAINTIFFS and similarly aggrieved employees with a second rest break per day, even though PLAINTIFFS and similarly aggrieved employees worked more than six (6) hours, due to the amount of work they had to perform. It was rare that PLAINTIFFS and similarly aggrieved employees were provided with a third rest break per day, even though PLAINTIFFS and similarly aggrieved employees worked more than ten (10) hours.

61. During the course of their employment, DEFENDANTS did not have a policy and practice of compensating PLAINTIFFS and similarly aggrieved employees with premium wages when proper rest breaks were not provided to them.

1 62. During the course of their employment, DEFENDANTS failed to provide PLAINTIFFS and
2 similarly aggrieved employees with accurate itemized wage statements that noted all off-the-clock and
3 overtime hours worked and accurate rates of pay.

4 63. PLAINTIFFS and separated putative class members are owed waiting time penalties by
5 DEFENDANTS because upon their separation, they were not paid all the money and compensation
6 owed to them at the end of their employment.
7

8 **VI. CLAIMS FOR RELIEF**

9 **FIRST CAUSE OF ACTION**

10 *(Failure to Pay All Hours Worked)*

11 64. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs
12 above.
13

14 65. Pursuant to Wage Order No. 8, and Cal. Labor Code §§ 201 and 204, DEFENDANTS
15 were required to compensate PLAINTIFFS, and similarly situated current or former employees of
16 DEFENDANTS, for all hours worked.

17 66. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS, and
18 similarly situated current and former employees of DEFENDANTS, for all hours worked.

19 67. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS, and similarly situated
20 current and former employees of DEFENDANTS, have been deprived of compensation for all hours
21 worked in an amount to be determined at trial, and are entitled to recovery of such amounts, plus
22 interest thereon, under Labor Code §§ 218.5.
23

24 68. By violating Wage Order No. 8, and Labor Code §§ 201 and 204, DEFENDANTS are
25 liable for attorneys' fees and costs under Labor Code §§ 218.5 and 1194.

26 69. PLAINTIFFS, on behalf of themselves and similarly situated current and former
27 employees of DEFENDANTS, request relief as described below.
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SECOND CAUSE OF ACTION

(Failure to Pay All Overtime Hours Worked)

70. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs above.

71. Pursuant to Wage Order No 8, and Cal. Labor Code §§ 500, 510, and 1194, DEFENDANTS were required to compensate PLAINTIFFS, and similarly situated current and former employees of DEFENDANTS for all overtime hours worked.

72. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFFS, and similarly situated current and former employees of DEFENDANTS for all overtime hours worked.

73. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS, and similarly situated current and former employees of DEFENDANTS, have been deprived of compensation for all overtime hours worked in an amount to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, under Labor Code §§ 218.5.

74. DEFENDANTS are liable for attorneys' fees and costs under Labor Code §§ 218.5 and 1194.

75. PLAINTIFFS, on behalf of themselves and similarly situated current and former employees of DEFENDANTS, request relief as described below.

THIRD CAUSE OF ACTION

(Failure to Pay Compensation for Missed & Improper Meal Periods)

76. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs above.

77. Pursuant to Labor Code §§ 226.7(a), 512, and Wage Order No. 8, DEFENDANTS are required to authorize and permit PLAINTIFFS, and similarly situated current and former employees of

1 DEFENDANTS, the opportunity to take meal periods based upon total hours worked, at a rate of thirty
2 (30) minutes net break time per five (5) hours worked or major fraction thereof.

3 78. During the CLASS PERIOD, DEFENDANTS failed and refused to authorize and permit
4 PLAINTIFFS, and similarly situated current and former employees of DEFENDANTS, thirty (30)
5 minute meal periods for every five (5) hours worked in violation of Labor Code §§ 226.7(a), 512, and
6 Wage Order No. 8.
7

8 79. DEFENDANTS have violated Labor Code §§ 226.7, 512, and Wage Order No. 8, by
9 failing to pay PLAINTIFFS, and similarly situated current and former employees of DEFENDANTS,
10 one (1) hour of pay at their regular rate of pay for each work day meal periods were required but not
11 provided.
12

13 80. PLAINTIFFS, on behalf of themselves and similarly situated current and former
14 employees of DEFENDANT, request relief as described below.

15 **FOURTH CAUSE OF ACTION**

16 *(Failure to Pay Compensation for Missed & Improper Rest Periods)*

17 81. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs
18 above.
19

20 82. Pursuant to Labor Code § 226.7(a) and Wage Order No. 8, DEFENDANTS are required
21 to authorize and permit PLAINTIFFS, and similarly situated current and former employees of
22 DEFENDANTS, the opportunity to take rest periods based upon total hours worked, at a rate of ten
23 (10) minutes net rest time per four (4) hours worked or major fraction thereof, with no deduction from
24 wages.
25

26 83. During the CLASS PERIOD, DEFENDANTS failed to provide PLAINTIFFS, and
27 similarly situated current and former employees of DEFENDANTS, proper ten (10) minute rest periods
28

1 for every four (4) hours worked, or major fraction thereof, in violation of Labor Code § 226.7(a) and
2 Wage Order No. 8.

3 84. DEFENDANTS have violated Labor Code § 226.7 and Wage Order No. 8, by failing to
4 pay PLAINTIFFS, and similarly situated current and former employees of DEFENDANTS, one (1)
5 hour of pay at their regular rate of pay for each work day rest periods were required but not provided.
6

7 85. PLAINTIFFS, on behalf of themselves and similarly situated current and former
8 employees of DEFENDANTS, request relief as described below.

9 **FIFTH CAUSE OF ACTION**

10 *(Failure to Provide Accurate/Itemized Wage Statements)*

11 86. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs
12 above.
13

14 87. As a pattern and practice, DEFENDANTS failed to furnish PLAINTIFFS, and similarly
15 situated current and former employees of DEFENDANTS, an accurate itemized statement in writing
16 showing all gross wages earned, all hours worked, all overtime hours worked, all premium
17 compensation of PLAINTIFFS and similarly situated current and former employees of
18 DEFENDANTS.
19

20 88. As such, PLAINTIFFS, and similarly situated current and former employees of
21 DEFENDANTS, are entitled to payment from DEFENDANTS of the greater of actual damages or
22 \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each subsequent
23 violation, up to a maximum of \$4000.00, pursuant to Labor Code § 226, as well as reasonable
24 attorney's fees and costs of suit.

25 89. PLAINTIFFS, on behalf of themselves and similarly situated current and former
26 employees of DEFENDANTS, request relief as described below.
27
28

1 **SIXTH CAUSE OF ACTION**

2 *(Waiting Time Penalties)*

3 90. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs
4 above.

5
6 91. California Labor Code § 201 requires that an employer who discharges an employee to
7 pay all compensation due to that employee immediately upon discharge.

8 92. California Labor Code § 202 requires that an employer to pay all compensation due to
9 employees who quit within 72 hours of that employee quitting, unless the employee provides at least 72
10 hours' notice of quitting, in which case all compensation is due at the end of the employee's final day
11 of work.

12
13 93. Labor Code § 203 provides that if an employer willfully fails to pay compensation as
14 required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of
15 continued compensation of up to 30 work days.

16 94. DEFENDANTS willfully failed and refused to timely pay compensation and wages to
17 PLAINTIFFS and other similarly aggrieved separated employees of DEFENDANTS at the end of their
18 employment.

19
20 95. As a result, DEFENDANTS are liable to PLAINTIFFS and other similarly aggrieved
21 separated employees of DEFENDANTS, for waiting time penalties pursuant to Labor Code § 203.

22 **SEVENTH CAUSE OF ACTION**

23 *(Labor Code §§ 2698, et seq.)*

24 96. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs
25 above.
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28

1 97. Pursuant to Labor Code §2699, the foregoing violations of statutes and regulations
2 permit PLAINTIFFS to recover civil penalties through this action on behalf of themselves and other
3 current and former employees of DEFENDANTS.

4 98. PLAINTIFFS have complied with the procedural requirements specified in Labor Code
5 §2699.3.
6

7 99. On September 9, 2020, PLAINTIFFS, through counsel, pursuant to the PAGA, sent via
8 online submission the letter notice of violations to the LWDA, as required by Labor Code §2699.3. A
9 copy of this letter-notice is attached to this Complaint as Exhibit "A".

10 100. It has been over 65 days since PLAINTIFFS submitted his letter-notice of violations to
11 the LWDA, and the LWDA has not provided notice to PLAINTIFFS of its intent to investigate the
12 alleged violations detailed herein. Therefore, PLAINTIFFS may commence a civil action.
13

14 101. As a result of DEFENDANTS' violations of numerous provisions of the Labor Code,
15 PLAINTIFFS seek all civil penalties, reasonable attorney's fees and costs available pursuant to Labor
16 Code §2699.

17 102. PLAINTIFFS are likely to have evidentiary support, after research and reasonable
18 opportunity for further investigation and discovery, to further penalties and violations. PLAINTIFFS
19 will amend this complaint if appropriate and required to seek all applicable penalties for violations
20 which the LWDA has failed to investigate and/or failed to issue a citation.
21

22 103. Pursuant to Labor Code §2699(i) and 2699(g)(1), PLAINTIFFS, as aggrieved employees
23 on behalf of themselves and other current and former employees of DEFENDANTS, should be
24 awarded twenty-five percent (25%) of all penalties due under California law, interest, and attorneys'
25 fees and costs. The LWDA should be awarded seventy-five percent (75%) of the penalties due and
26 awarded.
27
28

1 **EIGHTH CAUSE OF ACTION**

2 *(Business and Professions Code § 17200 et seq. violations)*

3 104. PLAINTIFFS reallege and incorporate by reference the allegations of the paragraphs
4 above.

5 105. California Business and Professions Code § 17200 et. seq. prohibits acts of unfair
6 competition including any “unlawful and unfair business practices.”

7 106. The conduct of DEFENDANTS, as alleged herein, has been and continues to be unfair,
8 unlawful, and deleterious to PLAINTIFFS and similarly situated current and former employees, and to
9 the general public.

10 107. PLAINTIFFS hereby seek to enforce important rights affecting the public interest within
11 the meaning of Code of Civil Procedure § 1021.5. PLAINTIFFS are “persons” within the meaning of
12 Business and Professions Code § 17204 and therefore have standing to bring this suit for injunctive
13 relief and restitution.

14 108. The prompt and proper payment of wages is a fundamental public policy of the State of
15 California. It is also the public policy of the State to enforce minimum labor standards ensuring that
16 employees are not required or permitted to work under substandard and unlawful conditions and to
17 protect those employers who comply with the law from losing competitive advantage to other
18 employers that fail to comply with labor standards and requirements.

19 109. Through the conduct alleged herein, DEFENDANTS acted contrary to these public
20 policies and have thus engaged in unlawful and/or unfair business practices in violation of Business and
21 Professions Code §§ 17200 et. seq. depriving PLAINTIFFS, and similarly situated current and former
22 employees of DEFENDANTS, the rights, benefits, and privileges guaranteed to employees under
23 California law.

1 110. Beginning at an exact date unknown to PLAINTIFFS, but at least four years prior to the
2 filing of this action, DEFENDANTS have committed unlawful, unfair, and/or fraudulent business acts
3 and practices as defined by Cal. Business & Professions Code § 17200, by engaging in the following:

4 111. Failing to pay all hours worked;

5 112. Failing to pay all overtime hours worked;

6 113. Failing and refusing to authorize and permit proper meal periods to PLAINTIFFS and
7 similarly situated current and former employees of DEFENDANTS;

8 114. Failing to pay all accrued meal periods compensation to PLAINTIFFS and similarly
9 situated current and former employees of DEFENDANTS;

10 115. Failing and refusing to authorize and permit proper rest breaks to PLAINTIFFS and
11 similarly situated current and former employees of DEFENDANTS;

12 116. Failing to pay all accrued rest break compensation to PLAINTIFFS and similarly
13 situated current and former employees of DEFENDANTS;

14 117. Failing to provide accurate itemized wage statements to PLAINTIFFS and similarly
15 situated current and former employees of DEFENDANTS; and

16 118. Failing to pay all wages owed to PLAINTIFFS, and other separated employees of
17 DEFENDANTS, at the end of their employment.

18 119. By engaging in these business practices, which are unfair and unlawful within the
19 meaning of Business and Professions Code §§ 17200 et. seq., DEFENDANTS harmed PLAINTIFFS,
20 similarly situated current and former employees of DEFENDANTS, and the general public, and have
21 gained an unfair competitive edge.

22 120. Under Business and Professions Code § 17203, PLAINTIFFS are entitled to obtain
23 restitution on behalf of themselves and others similarly affected by the unfair and/or unlawful business
24 practices as set forth herein.
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1 121. Pursuant to Business and Professions Code § 17202, PLAINTIFFS are entitled to
2 specific relief enforcing the penalty provisions of various Labor Code sections for themselves and for
3 members of the general public in amounts to be proven at trial. Failure to enforce the penalties due
4 would result in the unlawful enrichment of DEFENDANTS and would promote unfair competition.
5

6 122. Pursuant to Business & Professions Code § 17203, injunctive relief is necessary to
7 prevent DEFENDANTS from continuing to engage in the unfair business practices as alleged herein.

8 123. PLAINTIFFS allege, on information and belief, that DEFENDANTS, and persons
9 acting in concert with them, have committed and will continue to commit the above-described unlawful
10 and/or unfair acts unless restrained or enjoined by this Court. Unless the relief prayed for below is
11 granted, a multiplicity of actions will result. PLAINTIFFS and other interested persons have no plain,
12 speedy, or adequate remedy at law, in that pecuniary compensation alone would not afford adequate
13 and complete relief. The above-described acts will cause great and irreparable damage to PLAINTIFFS
14 and other interested persons unless DEFENDANTS are restrained from committing further illegal acts.
15

16 124. PLAINTIFFS' success in this action will result in the enforcement of important rights
17 affecting the public and will confer a significant benefit upon the general public. Private enforcement
18 of the rights enumerated in this Complaint are necessary, as public agencies have only sought limited
19 enforcement of those rights, if any. The named PLAINTIFFS individually, and by and through
20 counsel, are incurring a financial burden in pursuing this action on behalf of the general public.
21 PLAINTIFFS seek to enjoin the above-referenced unlawful actions under California's Labor Code
22 Industrial Welfare Commission Wage Orders. Therefore, PLAINTIFFS seek an award of attorneys'
23 fees and costs of suit on this action pursuant to California Code of Civil Procedure § 1021.5 and other
24 applicable laws.
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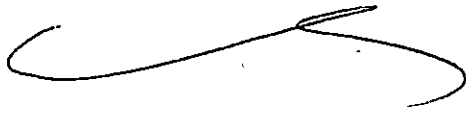
VII. PRAYER

WHEREFORE, PLAINTIFFS on their own behalf and on the behalf of the members of the class, prays for judgment as follows:

1. For an order certifying the proposed class;
2. For compensatory and consequential damages;
3. Statutory damages;
4. Prejudgment interest pursuant to Labor Code § 218.6 accrued on all due and unpaid wages from the date that wages were due and payable, according to proof;
5. Pursuant to Wage Order No.8, and Labor Code §§ 204, and 1194(a), an award in the amount of unpaid wages, owed by DEFENDANTS for the four years preceding the filing of this complaint, plus interest;
6. Compensation of one hour at the regular rate of pay for each rest period and meal period denied in violation of Labor Code § 226.7, 512 and Wage Order No. 8, according to proof;
7. Waiting time penalties pursuant to Labor Code §§ 201-203;
8. Civil penalties pursuant to Labor Code §2698 et seq.;
9. Attorneys' fees and costs made payable to the Liberation Law Group, P.C., pursuant to Cal. Civ. Proc. Code § 1021.5, Cal. Labor Code §§ 218.5, 226(e), 1194, 2699(g)(1), and other applicable laws;
10. Pursuant to Business & Professions Code § 17203, an award of restitution for the unjustly amounts earned or retained DEFENDANTS by virtue of their engaging in unlawful conduct, according to proof; and
11. Such other and further relief as the Court deems just and proper.

1 Dated: November 13, 2020

LIBERATION LAW GROUP, P.C.

2
3 By: 

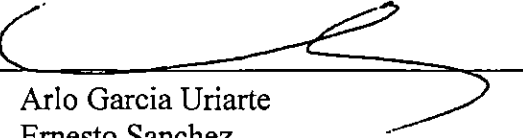
4 Arlo Garcia Uriarte
5 Ernesto Sanchez
6 Attorney for PLAINTIFFS

7 **VIII. DEMAND FOR JURY TRIAL**

8 PLAINTIFFS hereby demand a trial by jury.

9
10 DATED: November 13, 2020

LIBERATION LAW GROUP, P.C.

11
12 By: 

13 Arlo Garcia Uriarte
14 Ernesto Sanchez
15 Attorney for PLAINTIFFS

Exhibit A

Liberation Law Group, P.C.
2760 Mission Street
San Francisco, CA 94110

Morada Produce Company, L.P.
Attn: Henry Foppiano
500 North Jack Tone Road
Stockton, CA 95215

Attorneys:
Arlo García Uriarte
Un Kei Wu
Ernesto Sánchez
Daniel P. Iannitelli
Jonathan Rebong
Nick Aguilar, Adm. in Fla.
Sandra A. Beltran



Legal Assistants:
Andrea Ortiz
Lorenzo Barrera Cruz
Ivette Olguin
Vicent Uriarte
Crystina Arreola-Nunez
Mariana Segarra

2760 Mission Street · San Francisco, CA 94110 · 415 695-1000

September 9, 2020

Notice Via Online Submission

California Labor and Workforce Development Agency

Via Certified U.S. Mail

Morada Produce Company, L.P.
Attn: Henry Foppiano
500 North Jack Tone Road
Stockton, CA 95215

Re: Hilda Mancilla de Magana, Leticia Romero, Maria Linares, and Maria de Jesus Becerra, on behalf of themselves and all similarly aggrieved Morada Produce Company, L.P. employees in California, as individuals and proposed Representatives of the State of California

Dear PAGA Administrator:

Hilda Mancilla de Magana ("Magana"), Leticia Romero ("Romero"), Maria Linares ("Linares"), and Maria de Jesus Becerra ("Becerra") (collectively "Plaintiffs") submit this notice of Labor Code and Industrial Welfare Commission Wage Order violations committed by Morada Produce Company, L.P. ("Defendant"). Plaintiffs seek to represent themselves and other similarly aggrieved employees of Defendant in a Private Attorneys General Act ("PAGA") action against Defendant. [Labor Code §§ 2698, *et seq.*] For purpose of this notice, "similarly aggrieved employees" includes all of Defendant's current and former non-exempt employees in California.

I. Factual Statement

On or about 2007, Magana was hired by Defendant as a sorter for Defendant. Magana sorted cherries for Defendant. Magana's separation of employment with Defendant was approximately June 3, 2020.

On or about 2015, Becerra was hired by Defendant as a sorter for Defendant. Becerra also packed produce when needed. Becerra sorted cherries for Defendant. Becerra's separation of employment with Defendant was approximately May 28, 2020.

On or about April 2020, Romero was hired by Defendant as a packer for Defendant. Romero also sorted produce when needed. Romero separation of employment with Defendant was approximately the first week of June 2020.

On or about 2008, Linares was hired by Defendant as a packer for Defendant. Linares also sorted produce when needed. Linares packed cherries for Defendant. Linares' separation of employment with Defendant was approximately June 7, 2020.

Plaintiffs were hired by Defendant as non-exempt hourly employees.

During the course of their employment, Plaintiffs and similarly aggrieved employees regularly worked seven (7) days per week for Defendant. Plaintiffs and similarly aggrieved employees worked for Defendant on a seasonal basis.

During the course of their employment, Plaintiffs and similarly aggrieved employees were regularly scheduled to work shifts of eight (8) or more hours per day, or forty (40) or more hours per week.

Plaintiffs and similarly aggrieved employees of Defendant were paid by check on a weekly basis.

A. Labor Code §§ 510, 1194 and Wage Order 8 (Unpaid Wages, Unpaid Overtime, Off-the-Clock, Improper Rounding)

Labor Code sections 510 and 1194, and Industrial Welfare Commission Wage Order ("Wage Order") 8 require employers to pay at least minimum wages for all hours worked and overtime wages for hours worked over eight (8) hours per day or forty (40) hours per week. Here, Defendant failed to properly compensate Plaintiffs and similarly aggrieved employees for all hours worked and at their regular and overtime rates of pay. Defendant failed to pay Plaintiffs and similarly aggrieved employees at least the minimum wage for off-the-clock hours worked.

Defendant had a policy and practice of not paying Plaintiffs and similarly aggrieved employees for off-the-clock hours worked before and after their scheduled shift.

Plaintiffs and similarly aggrieved employees performed off-the-clock hours worked while walking from Defendant's parking lot, where they were required to station their vehicles, to Defendant's facilities at the start of their shift. In addition, Plaintiffs and similarly aggrieved employees performed off-the-clock hours worked at the end of their shift while walking from Defendant's facilities to the parking lot where they were required to station their vehicles.

Defendant had a policy and practice of requiring Plaintiffs and similarly aggrieved employees to station their vehicles at designated parking lots. However, the assigned parking lots were located at a distance from Defendant's facilities. Plaintiffs and similarly aggrieved employees were not allowed to station their vehicles at a parking lot located closer to Defendant's facilities. On average, it took Plaintiffs and similarly aggrieved employees between five (5) and ten (10) minutes one way to walk from their vehicles to Defendant's facilities.

The time that Plaintiffs and similarly aggrieved employees spent walking from the location where their vehicles were stationed to Defendant's facilities prior to the commencement of the scheduled shift, and vice versa after the conclusion of their scheduled shift, was not compensated by Defendant.

Upon arrival at Defendant's facilities, Defendant had a policy and practice of requiring Plaintiffs and similarly aggrieved employees to store their lunch boxes at the designated location where they took breaks prior to clocking in for the start of their shift. It took Plaintiffs and similarly aggrieved employees approximately three (3) minutes to walk to the designated location where they stored their lunch boxes and subsequently walk to the entrance of Defendant's facilities where Defendant's timekeeping system and personal protective equipment ("PPE") for Plaintiffs and similarly aggrieved employees was located. The time that Plaintiffs and similarly aggrieved employees spent walking to the location where they stored their lunch boxes and the location where Defendant's timekeeping system and PPE for Plaintiffs and similarly aggrieved employees was located was not compensated. The same held true for the time spent by Plaintiffs and similarly aggrieved employees walking from the location of Defendant's timekeeping system at the end of their shift to the location where their lunch boxes were stored.

Defendant had a policy and practice of not compensating Plaintiffs and similarly aggrieved employees for all time spent donning and doffing PPE at their respective regular and overtime rates of pay; and at least the minimum wage rate.

Defendant had a policy and practice of requiring Plaintiffs and similarly aggrieved employees to don part of their PPE prior to clocking in at the start of their shift. Upon arrival at Defendant's entrance where PPE was located, Plaintiffs and similarly aggrieved employees had to wait approximately two (2) minutes to access the PPE, given that Plaintiffs and similarly aggrieved employees were attempting to obtain PPE at the same time. Once Plaintiffs and similarly aggrieved employees obtained their PPE, it took them approximately one (1) minute to put on their PPE. PPE included a hair net and face mask. Once Plaintiffs and similarly aggrieved employees put on their PPE, they had to wait approximately one (1) to (5) minutes to punch in for the start of their shift and proceed to put on the remainder of their PPE.

Similarly, Defendant had a policy and practice of requiring Plaintiffs and similarly aggrieved employees to doff part of their PPE after clocking out at the end of their shift. After clocking out at the end of their shift, Plaintiffs and similarly aggrieved employees took off their aprons and placed them in assigned bins, along with taking off their PPE. It took Plaintiffs and similarly aggrieved employees approximately one (1) to two (2) minutes to doff their aprons and PPE after clocking out of their shift.

The time that Plaintiffs and similarly aggrieved employees spent waiting to don and doff their PPE, and time spent actually donning and doffing PPE, was not compensated by Defendant.

Defendant had a policy and practice of automatically deducting thirty (30) minutes from meal breaks from the hours worked by Plaintiffs and similarly aggrieved employees.

As a result, Defendant failed to properly compensate Plaintiffs and similarly aggrieved employees for hours worked and time spent under Defendant's control during the automatically deducted thirty (30) minute period.

Defendant had a policy and practice of rounding the hours worked by Plaintiffs and similarly aggrieved employees in fifteen (15) minute increments. However, Defendant's rounding policy was not fairly and neutrally applied, which resulted in the underpayment of hours worked by Plaintiffs and similarly aggrieved employees.

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 1197.1, 2699(f) and Wage Order 8, Section 20. Please note that other civil penalty provisions may additionally apply.

Labor Code §§ 226.7, 512 and Wage Order 8 (Meal and Rest Periods and Premium Wages)

Defendants must authorize and permit employees "10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours." [*Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1029 (2012)].

Defendants are also required to provide employees a 30-minute, uninterrupted meal period "after no more than five hours of work," and "a second meal period after no more than 10 hours work." [*Id.* at 1049]. If rest or meal breaks are late, missed, or too short, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). [Labor Code § 226.7; Wage Order 8].

Here, Defendant failed to provide, authorize, and permit Plaintiffs and similarly aggrieved employees with proper meal and rest periods.

A. Meal Breaks

Defendant had a policy and practice of timing the length of meal breaks from the time that Defendant's supervisors notified Plaintiffs and similarly aggrieved employees of such breaks and Defendant stopped its machines. By the time Plaintiffs and similarly aggrieved employees arrived at Defendant's designated location where breaks were taken, Plaintiffs and similarly aggrieved employees were provided with less than thirty (30) minute uninterrupted meal breaks outside Defendant's control.

It took Plaintiffs and similarly aggrieved employees approximately three (3) minutes to walk from their location inside Defendant's facilities to the outside of Defendant's facilities. Upon arrival outside of Defendant's facilities, Plaintiffs' and similarly aggrieved employees spent approximately one (1) minute taking off their aprons and hanging them at a designated location. It subsequently took Plaintiffs and similarly aggrieved employees approximately (2) minutes to walk to the designated break site. Upon arrival at Defendant's designated break site, Plaintiffs and similarly aggrieved employees were provided with meal breaks that were less than thirty (30) minutes in length. Soon after sitting down for their meal breaks, Plaintiffs and similarly aggrieved

employees were ordered to return to work. Thereafter, Plaintiffs and similarly aggrieved employees put their food away, walked back to the location where their aprons were located, put on their aprons and PPE, and returned to their work locations inside Defendant's facilities.

B. Rest Breaks

Defendant had a policy and practice of timing the length of rest breaks from the time that Defendant's supervisors notified Plaintiffs and similarly aggrieved employees of such breaks and Defendant stopped its machines. Similar to Defendant's policy and practice of timing the length of meal breaks, by the time Plaintiffs and similarly aggrieved arrived at Defendant's designated location where breaks were taken, Plaintiffs and similarly aggrieved employees were provided with less than ten (10) minute uninterrupted rest breaks outside Defendant's control.

Additionally, there were occasions when Defendant did not provide Plaintiffs and similarly aggrieved employees with a second rest break per day, even though Plaintiffs and similarly aggrieved employees worked more than six (6) hours, due to the amount of work they had to perform. It was rare that Plaintiffs and similarly aggrieved employees were provided with a third rest break per day, even though Plaintiffs and similarly aggrieved employees worked more than ten (10) hours.

Defendant did not have a policy and practice of compensating Plaintiffs and similarly aggrieved employees with premium wages when proper meal and rest breaks were not provided to them.

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 2699(f) and Wage Order 8, Section 20. Please note that other civil penalty provisions may additionally apply.

Labor Code § 226 (Wage Statements)

California employers are required to provide itemized wage statements showing, among other things, "total hours worked by the employee" and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." [Cal. Labor Code § 226(a)(2)(9)]. Here, Defendant failed to provide Plaintiffs and similarly aggrieved employees with accurate itemized wage statements that noted all actual hours worked and accurate rates of pay. Additionally, Defendant failed to provide Plaintiffs and similarly aggrieved employees with accurate itemize wage statements that noted premium wages due for meal and rest break violations.

Defendant has violated the following civil penalty provisions: Labor Code Sections 226.3 and 2699(f). Please note that other civil penalty provisions may additionally apply.

Labor Code §§ 201-203 (Final Wages)

An employer must pay all wages due to involuntarily terminated employees at the time of termination, or within 72 hours to employees voluntarily terminating. [Cal. Labor Code § 201-202]. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days until paid. [Cal. Labor Code § 203]. As a result of its failure to pay all wages earned, Defendant failed to pay all final wages due to Plaintiffs and other separated similarly aggrieved employees, and has violated Sections 201-203.

Defendant has violated the following civil penalty provisions: Labor Code Section 2699(f). Please note that other civil penalty provisions may additionally apply.

Labor Code § 1174 and Wage Order 8 (Payroll Records)

Labor Code section 1174 requires employers to keep “payroll records showing the hours worked daily by and the wages paid to the employee.” An employer may be liable under Section 1174 if it fails to record when employees report to work, the start and end time of their shifts, and the total hours worked or meal periods. [See Carrillo v. Schneider Logistics, L.P., 823 F. Supp.2d 1040, 1044 (2011)]. Wage Order 8, Section 7, requires employers to keep accurate information regarding employee shift beginning and end times, meal periods, total daily hours worked, total hours worked during the pay period and applicable rates of pay, and total wages paid each pay period, among other items. Because Defendant’s policies forced Plaintiffs and similarly aggrieved employees to work off-the-clock, Defendant did not keep the required records showing hours worked. Defendant failed to keep proper timekeeping records and failed to provide Plaintiffs and similarly aggrieved employees with accurate accounting of actual hours worked, with corresponding wage rates.

Defendant has violated the following civil penalty provisions: Labor Code Sections 1174.5, 2699(f) and Wage Order 8, Section 20. Please note that other civil penalty provisions may additionally apply.

Labor Code §§ 551-552 and Wage Order 8 (Working More Than Six Days in Seven)

Pursuant to Labor Code § 551, every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven. Pursuant to Labor Code § 552, no employer of labor shall cause his employees to work more than six days in seven. [See also Wage Order 8, Section 3(A)(1)-(2)].

Here, Defendant had a policy and practice of requiring Plaintiffs and similarly aggrieved employees to work more than six (6) days in seven (7).

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 2699(f) and Wage Order 8, Section 20. Please note that other civil penalty provisions may additionally apply.

Re: PAGA Letter
September 9, 2020
Page 7

Very truly yours,
LIBERATION LAW GROUP, P.C.

A handwritten signature in black ink, consisting of a large, stylized 'E' followed by a long horizontal stroke and a loop at the end.

Ernesto Sanchez, Esq.