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SUPERIOR COURT OF THE STATE OF CALIFORNIA**COUNTY OF LOS ANGELES****STANLEY MOSK COURTHOUSE**

VERONICA BUENROSTRO-FLORES,
individually, and on behalf of all other
aggrieved employees,

Plaintiff,

v.

LANGER JUICE COMPANY, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NUMBER: 21STCV01133

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Veronica Buenrostro-Flores, individually and on
2 behalf of all other aggrieved employees ("Plaintiff"), relating to systemic violations of California
3 wage and hour laws by her former employer Langer Juice Company, Inc. ("Langer Juice"),
4 ("Defendant"). Plaintiff makes the following allegations on information and belief, except as to
5 allegations pertaining to Plaintiff individually, which are based on her personal knowledge.

6 **INTRODUCTION**

7 1. Defendant is a juice manufacturer which operates a facility and maintains its corporate
8 office in the City of Industry, California.

9 2. As a private, for-profit business, Defendant has implemented common policies and
10 practices that have resulted in systemic violations of California's wage and hour laws.

11 3. Defendant has implemented unlawful policies relating to the withholding of wages and
12 unlawful deductions with respect to deducting wages from its non-exempt employees to pay for
13 mandatory uniforms which the non-exempt employees are not reimbursed for by Defendant.
14 Defendant also requires its non-exempt employees, who are informed that the business needs of
15 Defendant take top priority, to work through meal and rest breaks, to take untimely meal periods and
16 to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees have been
17 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

18 4. Moreover, in addition to other violations, Defendant provides non-discretionary
19 bonuses to their non-exempt employees which is not included in the regular and overtime rates of pay
20 of the aggrieved employees. In other words, Defendant has uniformly failed to pay Plaintiff and
21 other aggrieved employees proper overtime wages due the fact that Defendant improperly calculates
22 the regular rate of pay, and willfully turns a blind eye to off-the-clock work that Plaintiff and other
23 non-exempt employees perform as a direct consequence of Defendant's understaffing and imposition
24 of an unreasonable workload.

25 **JURISDICTION AND VENUE**

26 5. The Superior Court of the State of California has jurisdiction in this matter because
27 Plaintiff and Defendant are citizens of the State of California. No federal question is at issue because
28 Plaintiff's claims are based solely on California law.

6. Venue is proper in this judicial district and the County of Los Angeles, California since Defendant maintains its facility in the County of Los Angeles. Specifically, Defendant's principal office is located at 16195 Stephens Street, City of Industry, California 91745. Moreover, many of Defendant's unlawful actions and omissions, as set alleged herein, occurred in the County of Los Angeles.

THE PARTIES

7. Plaintiff is a citizen of the State of California and was employed by Defendant in Los Angeles County. During the relevant time period, Plaintiff was employed by Defendant as a Quality Control Lab Technician until the termination of her employment in October of 2020.

8. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times relevant hereto was, a corporation organized and existing under the laws of the State of California. Defendant is authorized to conduct business and does conduct business in the State of California.

9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE Defendants when ascertained.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

10. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of herself and all other aggrieved employees, e.g., current and former non-exempt employees of Defendant who are California citizens and performed work for Defendant in the State of California at any time within the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise permitted under PAGA, and ending at the time this action proceeds to final judgment (“statute of limitations period”).

11. On November 6, 2020, Plaintiff gave written notice by certified mail pursuant to California Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days from the November 6, 2020 postmark date of her written notice before filing this action, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7, 512; § 11 of the Applicable IWC Wage Order]

12. During the statute of limitations period, as part of Defendant’s illegal policies and practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and Defendant has otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as required under California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

13. Defendant has implemented several practices that have caused Plaintiff and aggrieved employees to systematically miss and otherwise take non-compliant meal periods. Defendant systematically understaffs their job sites such that non-exempt employees are given so much work to complete that they regularly miss or otherwise take non-compliant meal periods. As a direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to complete within their scheduled shifts that they are forced to skip their meal periods altogether, to take them after working longer than five (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty (30) minute meal period.

14. There are also frequently occasions when Plaintiff and aggrieved employees need to perform other duties immediately before the time during which they are legally entitled to take a meal period. Pursuant to Defendant’s policies, Plaintiff and aggrieved employees cannot simply drop their

1 urgent job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly
2 miss meal periods, take late meal periods, return early from meal periods, and even clock out for
3 meal periods but continue working.

4 15. Plaintiff and aggrieved employees need to first secure permission before taking a meal
5 period. Plaintiff and aggrieved employees often cannot simply stop working and take their meal
6 period, and their inability to secure coverage regularly causes them to regularly miss and otherwise
7 take non-compliant meal periods.

8 16. Despite the foregoing, Defendants have implemented a policy and practice of actively
9 discouraging the issuance of meal period premium payments, and in the process, Defendants have
10 also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
11 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
12 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
13 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
14 regular rate of pay for each workday that such a meal period was not authorized or permitted.

15 17. Defendant also implemented an unlawful meal period policy by compensating
16 Plaintiff and aggrieved employees for interrupted meal periods only for their actual work time, as
17 opposed to paying them legally required premiums.

18 **Failure to Provide Required Rest Breaks**

19 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

20 18. During the statute of limitations period, as part of Defendant's illegal policies and
21 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize
22 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
23 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

24 19. The same common policies and practices that deprive Plaintiff and other aggrieved
25 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
26 take their first and second and third rest breaks. As alleged herein, Defendant understaffs their
27 facilities, which creates so much work for Plaintiff and other aggrieved employees that they are
28 frequently unable to take rest breaks. Moreover, Plaintiff and other aggrieved employees need to

1 secure permission before taking a rest break, which is often denied by supervisors.

2 20. Further, as alleged herein, Defendant requires Plaintiff and aggrieved employees to
3 remain "on call" at all times, in effect causing Plaintiff and aggrieved employees to regularly have
4 their rest breaks interrupted to complete their assigned work tasks.

5 21. Defendant also does not provide adequate training regarding Defendant's legal
6 obligations with respect to the provision of rest breaks and failed to implement a schedule regarding
7 rest breaks for non-exempt employees, nor does Defendant post the required wage and hour posters,
8 including but not limited to the appropriate IWC Wage Order poster for non-exempt employees. In
9 short, Defendant essentially has a non-existent rest break policy, as there is no guidance or
10 specification as to when Plaintiff and other aggrieved employees are authorized and permitted to take
11 rest breaks during their shifts. This common policy (or lack thereof) has caused widespread missed
12 rest breaks and systematic violations of California Labor Code §§ 226.7 and 512, and IWC Order No.
13 9-2001, § 12.

14 22. Defendant also violated California Labor Code § 226.7, § 12 of the applicable IWC
15 Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by
16 failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in
17 accordance with the applicable wage order, one additional hour of compensation at the proper regular
18 rate of pay for each workday that a rest break was not provided.

19 **Failure to Pay Overtime Wages**

20 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

21 23. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,
22 Defendant is required to compensate Plaintiff and other aggrieved employees for all overtime, which
23 is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
24 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
25 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in
26 any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of
27 work in any workweek.

28 24. During the statute of limitations period, Defendant has failed to compensate Plaintiff

1 and other aggrieved employees for all overtime hours worked as required under the foregoing
2 provisions of the California Labor Code and IWC Wage Order by, among other methods: failing to
3 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California
4 Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering
5 Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal and rest
6 breaks, but not compensating them for this time, improperly calculating the regular rate of pay based
7 on shift differential, non-discretionary performance based bonuses, other remuneration, and other
8 methods to be discovered.

9 25. In a short-sighted attempt to maximize profits, Defendant has understaffed their
10 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
11 also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendant
12 has actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and
13 other aggrieved employees routinely arrive to work early to check so that they are prepared and ready
14 to begin performing their duties promptly at the start of their shifts, as they must be pursuant to
15 Defendant's requirements. Defendant knows that Plaintiff and other aggrieved employees perform
16 this work off-the-clock.

17 26. Plaintiff and other aggrieved employees must get to work by no later than the start of
18 their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few
19 minutes late. Likewise, Plaintiff and other aggrieved employees are in a rush to complete their
20 mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end of their
21 shifts. This results in the widespread underpayment of time worked.

22 27. Moreover, Defendant also paid Plaintiff and the other aggrieved employees non-
23 discretionary bonuses that were based upon, among other things, performance. The non-discretionary
24 bonus payments provided to Plaintiff and the other aggrieved employees were not calculated in their
25 overtime rates of pay depriving Plaintiff and the other aggrieved employees of overtime wages.

26 28. Defendant has knowingly and willfully refused to perform their obligations to
27 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
28 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

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1 34. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay
2 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
3 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
4 which case the employee is entitled to her or wages at the time of quitting.

5 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in
6 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
7 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
8 employee at the same rate for up to 30 workdays.

9 36. Moreover, Defendant failed to include non-discretionary bonus payments to Plaintiff
10 and the other aggrieved employees in their regular and overtime time rates of pay which has resulted
11 in the failure of Defendant to pay all wages due to Plaintiff and the other aggrieved employees who
12 have been discharged or quit. Moreover, Defendant unlawfully required Plaintiff and the other
13 aggrieved employees to make monetary deposits in order to receive mandatory uniforms to perform
14 their job duties which could not be used by Plaintiff and the other aggrieved employees for
15 employment elsewhere. Notwithstanding the use of Defendant's mandatory uniform policy, Plaintiff
16 and the other aggrieved employees who were discharged and/or resigned, were not reimbursed by
17 Defendant the wages that were used as a deposit for the mandatory uniforms.

18 37. During the statute of limitations period, Defendant has willfully failed to pay accrued
19 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
20 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
21 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
22 under California law. In addition, because Defendant has failed and continue to fail to properly
23 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages,
24 and compensation for non-compliant meal and rest breaks, wages relating to Defendant's inaccurate
25 rate of pay by not include Plaintiff and the other aggrieved employees non-discretionary bonuses,
26 unlawfully requiring Plaintiff and the other aggrieved employees to advance deposits for mandatory
27 uniforms from their wages, failing to reimburse Plaintiff and the other aggrieved employees wages
28 wrongfully withheld as advanced deposits for mandatory uniforms, and Defendant has also willfully

1 failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other
2 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

3 **Failure to Furnish Accurate Itemized Wage Statements**

4 **[Cal. Lab. Code § 226; § 7 of the Applicable IWC Wage Order]**

5 38. During the statute of limitations period, Defendant has routinely failed to provide
6 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
7 Defendant's pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of
8 pay for regular and overtime hours worked by Plaintiff and aggrieved employees, and/or listing the
9 inaccurate rate of pay for regular and overtime wages based upon the payment on non-discretionary
10 performance bonuses. Further, Defendant was and is not providing Plaintiff and other aggrieved
11 employees with proper meal periods and rest breaks but intentionally fails to include in their wage
12 statements one (1) additional hour of compensation at their regular rates of pay for each non-
13 compliant meal period or rest break and failed to have the full legal address for the worksite
14 employer. Moreover, Defendant withheld wages from Plaintiff and the other aggrieved employees
15 for mandatory uniforms necessary for them to perform their job duties and such unlawful
16 withholdings were not reflected on Plaintiff and the other aggrieved employees wage statements. In
17 addition, during a portion of the statute of limitations period, some if not all of Defendant's wage
18 statements only listed "Langer Juice Company, Inc.", and failed to list the full legal name and address
19 of the employer.

20 39. In order to conceal their wage theft, Defendant knowingly and intentionally failed to
21 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
22 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

23 40. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's
24 failure to provide timely and accurate itemized wage statements based upon that deficiencies
25 provided herein, and others yet to be discovered, and prevented them from discovering the scope and
26 extent of Defendant's violations of California wage and hour laws, prevented them from being able to
27 determine the gross wages earned, the total hours worked, all deductions made, the net wages earned,
28 all applicable hourly rates in effect during each pay period and the corresponding number of hours

1 worked at each hourly rate, or even the address of the legal entity that employed them.

2 **Failure to Maintain Required Records**

3 **[Cal. Lab. Code §§ 226(a), 1174(d); § 7 of the Applicable IWC Wage Order]**

4 41. During the statute of limitations period, as part of Defendant's illegal payroll policies
5 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
6 Defendant knowingly and intentionally failed to maintain records as required under California Labor
7 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
8 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
9 meal periods; time records showing when each employee begins and ends each work period; and
10 accurate itemized statements. Defendant had knowledge that it was not providing its non-exempt
11 employees with proper meal and rest periods, but knowingly failed to include in the wage statements
12 one (1) extra hour of compensation for each missed meal and rest period. Defendant also illegally
13 and inaccurately recorded the time in which Plaintiff and other aggrieved employees worked.
14 Defendant has also failed to maintain accurate, itemized wage statements, failed to maintain accurate
15 records of the wages wrongfully withheld for mandatory uniforms, as alleged above.

16 **Failure to Indemnify Employees for Necessary Expenditures**

17 **[Cal. Lab. Code § 2802]**

18 42. Cal. Lab. Code § 2802(a) requires an employer to indemnify an employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
20 her his or her duties, or of his or her obedience to the directions of the employer.

21 43. During the statute of limitations period, and in violation of Cal. Lab. Code § 2802,
22 Defendant failed to indemnify Plaintiff and other aggrieved employees for all business expenses
23 and/or losses incurred in direct consequence of the discharge of their duties, including but not limited
24 to, expenses relating to the performance of their duties, including mandatory uniforms, safety gloves
25 and goggles which were necessary for Plaintiff and the other aggrieved employees to perform their
26 jobs.

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **[Cal. Lab. Code § 2698 *et seq.*]**

4 (On Behalf of Plaintiff against Defendant)

5 44. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 43.

7 45. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §
8 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and
9 former non-exempt employees of Defendant pursuant to the procedures specified in Labor Code §
10 2699.3, because Plaintiff was employed by Defendant and one or more of the alleged California
11 Labor Code violations was committed against Plaintiff during the statute of limitations period.

12 46. Plaintiff seeks to recover civil penalties through a representative action permitted by
13 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
14 class certification is not required.

15 47. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
16 penalties from Defendant in a representative action for the violations set forth above, including but
17 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1174(d),
18 1194, 1197, 1198 and 2802.

19 48. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
20 for Defendant's violations of California Labor Code provisions for which a civil penalty is
21 specifically provided, including but not limited to, the following:

22 a. Pursuant to California Labor Code § 210, for violations of California Labor
23 Code § 204, Defendant is subject to a civil penalty in the amount of one
24 hundred dollars (\$100) for the initial violation for each failure to pay each
25 employee, and two hundred dollars (\$200) per employee for violations in
26 subsequent pay periods.

27 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
28 Code § 226(a), Defendant is subject to a civil penalty in the amount of two

1 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
2 period where a violation occurs and one thousand dollars (\$1,000) per
3 aggrieved employee for violations in subsequent pay periods.

4 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
5 Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars
6 (\$500).

7 d. Pursuant to California Labor Code § 1197.1, an employer who pays or causes
8 to be paid to any employee a wage less than the minimum fixed by an order of
9 the commission, shall be subject to a civil penalty as follows: for any initial
10 violation that is intentionally committed, one hundred dollars (\$100) for each
11 underpaid employee for each pay period for which the employee is underpaid;
12 and for each subsequent violation of the same offense, two hundred fifty
13 dollars (\$250) for each underpaid employee for each pay period for which the
14 employee is underpaid regardless of whether the initial violation was
15 intentionally committed.

16 49. California Labor Code § 2699(f) provides that for all California Labor Code violations
17 for which a civil penalty is not specifically provided, the following civil penalties are established: one
18 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

20 50. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
21 for Defendant's violations of California Labor Code provisions for which a civil penalty is not
22 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
23 1194, 1197, 1198 and 2802.

24 51. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
25 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

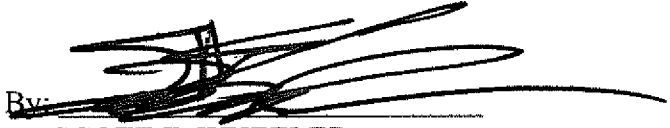
26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Plaintiffs, on behalf of other aggrieved employees, respectfully prays for
28 relief against Defendants and DOES 1 through 50, inclusive, and each of them, as follows:

- 1 1. For civil penalties pursuant to California Labor Code § 2699(f);
- 2 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699,
- 3 California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees
- 4 and costs; and
- 5 3. For such further relief that the Court may deem just and proper.

6 DATED: January 12 2021

THE LAW OFFICE OF SCOTT E. WHEELER

7
8
9 By: 

SCOTT E. WHEELER

Attorney for Plaintiff and Aggrieved Employees