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Kern County Superior Court
By Vickie Fogerson, Deputy

Attorneys for Plaintiff, ARMANDO AMBRIZ, on behalf of himself and for all similarly situated persons

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

ARMANDO AMBRIZ, on behalf of himself and
for all similarly situated persons

Case No.: BCV-21-102274

Assigned to:

Dept.:

Plaintiff,

CLASS ACTION COMPLAINT FOR
DAMAGES FOR:

vs.

GOLDEN STATE AG SERVICES, INC., a
California Corporation; HELENA AGRI-
ENTERPRISES, LLC, a Limited Liability
Company; COASTAL EMPLOYMENT
SERVICES LLC, a Limited Liability Company;
and DOES 1-50,

Defendants.

1. Unpaid Missed Rest Breaks (Labor Code § 226.7 and IWC Wage Order No. 4, 9, 13 and 14-2001 Section 12);
2. Unpaid Missed Meal Breaks (Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4, 9, 13 and 14-2001 Section 11);
3. Failure to Pay for All Overtime Wages Worked (Labor Code §§ 510 and 1194 and IWC Wage Order No. 4, 9, 13 and 14-2001 Section 3);
4. Failure to Pay Minimum Wage and Pay for All Wages Earned (Labor Code §§ 204, 1194 and 1197);
5. Failure to Maintain Accurate Payroll Records (Labor Code §§ 226(a), 1174, and 1198.5 and IWC Wage Order No. 4, 9, 13 and 14-2001 Section 7);
6. Failure to Pay Wages Upon Separation (Labor Code §§ 201 – 203);
7. Denial of Equal Pay for Substantially

1) Similar Work in Violation of the
2) California Fair Pay Act (Labor Code
3) §§ 1197.5 and 1199.5);

4) 8. Failure to Provide Rest Days (Labor
5) Code §§ 551-553);

6) 9. Wrongful Termination-
7) Retaliatory Termination (Against
8) Public Policy);

9) 10. Violation of California Business
10) and Professions Code §§ 17200, et
11) seq.; and

12) 11. Civil Penalties Pursuant to Labor
13) Code § 2699

14) **DEMAND FOR JURY TRIAL**
15)
16)
17)
18)

19 COMES NOW PLAINTIFF ARMANDO AMBRIZ on behalf of himself and on behalf of all
20 similarly situated individuals, and the general public, and alleges as follows: (The allegations in this
21 Complaint, stated on information and belief, have evidentiary support and/or are likely to have
22 evidentiary support after reasonable opportunity for further investigation and discovery.)

23 **NATURE OF THE ACTION**

- 24 1. Defendant GOLDEN STATE AG SERVICES, INC. is operating an agricultural business
25 located at 1168 Leland Ave, Tulare, CA 93274.
- 26 2. Defendant HELENA AGRI-ENTERPRISES, LLC is operating one of the nation's
27 foremost agricultural and specialty formulators and distributors in the U.S. Their corporate
28 headquarters is located at 225 Schilling Blvd., Collierville, TN 38017. Plaintiff worked at
HELENA AGRI-ENTERPRISES, LLC's physical address located at 15216 County Line
Rd., Delano, CA 93215, but was paid by GOLDEN STATE AG SERVICES, INC. because
they worked for HELENA AGRI-ENTERPRISES, LLC.
3. Defendant COASTAL EMPLOYMENT SERVICES LLC is operating an employee
staffing company; hiring employees who will then be assigned to clients and placed for

1 work on job sites of said clients. Their registered address is 26 21st Ct., Hermosa Beach,
2 CA 90254.

- 3 4. During the relevant timeframe, Plaintiff and Class Members were employed by Defendants.
- 4 5. This class action for relief arises from Defendants' failure to provide off-duty rest and meal
5 periods as required by law; failure to compensate Plaintiff and Class Members at the
6 required rate for each occasion in which Defendants failed to provide rest and meal breaks;
7 failure to pay overtime wages and for all hours worked; failure to pay the minimum wage
8 and all wages earned; failure to keep accurate payroll records, such that Plaintiff and Class
9 Members were given wage statements that did not accurately reflect all the hours worked
10 and all wages earned; failure to wages due upon separation on time; and denial of equal pay
11 for substantially similar work. Plaintiff also individually alleges wrongful termination and
12 retaliatory termination.

13 **THE PARTIES**

- 14 6. Plaintiff, ARMANDO AMBRIZ (*hereinafter* "Plaintiff") is a resident of the State of
15 California.
- 16 7. Defendants, GOLDEN STATE AG SERVICES, INC., HELENA AGRI-ENTERPRISES,
17 LLC, and COASTAL EMPLOYMENT SERVICES LLC (*hereinafter* "Defendants") at all
18 times mentioned herein, are employers whose employees, including Plaintiff and Class
19 Members, worked throughout the County of Kern, Tulare and in other counties in the State
20 of California and the United States.
- 21 8. The true names and capacities, whether individual, corporate, associate or otherwise of
22 each of the Defendants designated herein as a DOE are unknown to Plaintiff and Class
23 Members at this time, who therefore, sue said Defendants by fictitious names, DOES 1 to
24 50, and will ask leave of this Court for permission to amend this Complaint to show their
25 names and capacities when the same have been ascertained. Plaintiff and Class Members
26 are informed and believe and thereon allege that each of the Defendants designated as a
27 DOE is legally responsible in some manner for the events and happenings herein referred
28 to, and caused injuries and damages thereby to Plaintiff and Class Members as herein
alleged.

- 1 9. Unless otherwise individually referred to, whenever, in this Complaint, reference is made
2 to "Defendants," such reference shall refer to all Defendants.
- 3 10. Plaintiff and Class Members, on information and belief and based upon such basis, allege
4 that at all times herein mentioned, each of the Defendants were acting as the agent, servant,
5 employee of each of the other Defendants, within the scope of said agency and
6 employment.
- 7 11. During the times and places of the incident in question, Defendants, and each of them, their
8 agents, servants and employees became liable to Plaintiff and Class Members for the
9 reasons described in the complaint herein, and thereby proximately caused Plaintiff and
10 Class Members to sustain damages as set forth herein.
- 11 12. Plaintiff and Class Members, on information and belief and based upon such basis, allege
12 that all Defendants carried out a joint scheme, business plan or policy in all respects
13 pertinent hereto and all acts and omissions herein complained of were performed within the
14 course and scope of said employment, service, agency, common scheme, plan and/or
15 policy.
- 16 13. Plaintiff and Class Members, on information and belief and based upon such basis, allege
17 that Defendants' founders, owners, shareholders, executive officers, managers, and
18 supervisors directed, authorized, ratified and/or participated in the conduct that gives rise to
19 the claims asserted herein and derived personal financial benefit from such conduct at the
20 expense of Plaintiff and Class Members.

21 **JURISDICTION AND VENUE**

- 22 14. This Court has jurisdiction over this action pursuant to California *Code of Civil Procedure*
23 § 410.10. The damages exceed the jurisdictional minimum of this Court.
- 24 15. Venue is proper in this Court, pursuant to California *Code of Civil Procedure* § 395.5
because the incidents complained of occurred in Kern County, California.

25 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS**

- 26 16. Defendants employed Plaintiff as a non-exempt hourly employee beginning in September
27 2019, until he was wrongfully terminated on June 2, 2021. Plaintiff's last hourly rate was
28 \$14.25/hour.

- 1 17. At all relevant times, Defendant employed Plaintiff and Class Members as non-exempt
2 employees.
- 3 18. Plaintiff worked both as a driver and a supervisor for the Defendants. Plaintiff's duties
4 included checking to make sure the machines worked/operated properly, to drive and
5 supervise the laborers picking the harvest and let them know that certain areas of the farms
6 required the spraying of pesticides and placing warning sides once the laborers sprayed
7 pesticides. Plaintiff was assigned to work on Mondays through Saturdays from 7:00 a.m. to
8 anytime between 7:00 p.m. to 11:00 p.m. Plaintiff was also often assigned to work on
9 Sundays, at least twice a month.
- 10 19. During the relevant timeframe, Plaintiff and Class Members often worked shifts of over
11 four hours, and were not given a ten-minute, uninterrupted rest break for each such shift.
12 Plaintiff and Class Members worked during the rest periods either under the direction and
13 supervision of Defendants, or with Defendants' knowledge and consent. Furthermore,
14 Defendants created schedules that made it difficult or impossible for Plaintiff and Class
15 Members to take their rest breaks.
- 16 20. During the relevant timeframe, Plaintiff and Class Members worked shifts of over of five
17 hours, and over ten hours but their meal breaks were either interrupted or non-existent.
18 Plaintiff and Class Members worked during the meal periods either under the direction and
19 supervision of Defendants, or with Defendants' knowledge and consent. Furthermore,
20 Defendants created schedules that made it difficult or impossible for Plaintiff and Class
21 Members to take their uninterrupted meal breaks.
- 22 21. Plaintiff and Class Members were not paid for missed rest and meal breaks and their
23 paycheck and wage statements did not account for the premiums due to Plaintiff and Class
24 Members for the missed rest and meal breaks, nor accounted for overtime pay for hours
25 Plaintiff and Class Members worked in excess of eight hours per day or 40 hours per week.
- 26 22. During the relevant timeframe, there were periods where Plaintiff and Class Members
27 routinely worked more than eight hours per day and 40 hours per week. Defendants failed
28 to pay Plaintiff and Class Members overtime wages at the legal rates of pay for all overtime
hours worked.
- 23 23. Plaintiff and Class Members were required to work off the clock. Plaintiff was often
required to work approximately 15 minutes prior to clocking in, in the morning to clean the

1 truck(s), throw away any trash, and make sure the truck was running properly. Plaintiff was
2 often required to work at least 15 minutes after clocking to drive the truck to its destination.
3 Plaintiff's supervisor, George, would often clock Plaintiff out right at 7:30 p.m. even if
4 Plaintiff was still working.

5 24. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
6 occasion in which Defendants failed to provide uninterrupted rest breaks and meal breaks.
7 As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff
8 and Class Members.

9 25. Defendants failed to maintain accurate payroll records, such that Plaintiff and Class
10 Members was given wage statements that did not accurately reflect their true compensation
11 and all the hours worked. There was no reliable accurate time keeping method.

12 26. During the relevant timeframe, Defendants were paying Plaintiff and Class Members, their
13 Latino immigrant employees, with extremely limited educational backgrounds and no
14 knowledge of labor law, less wages compared to their other employees of other races or
15 ethnicity for substantially similar work and performed under similar working conditions.

16 27. Defendants wrongfully terminated Plaintiff for allegedly disobeying orders from a
17 supervisor, Rafael, during an incident that occurred on May 29, 2021. On that day, Rafael
18 went to Plaintiff's supervisor, George, to let George know that Plaintiff was allegedly being
19 rude and was not performing his job properly. Rafael also claimed that Armando was
20 intoxicated and that such an employee should not be working for Defendants. Rafael told
21 George he had to terminate Plaintiff at that instant or that he would look bad. Accordingly,
22 George called Plaintiff, effectively terminating Plaintiff's employment, and told Plaintiff to
23 pick up his check. Plaintiff adamantly argues that he was not intoxicated and that his
24 coworkers can testify as such on his behalf. Plaintiff contends Rafael told George these
25 vicious lies so that George would fire Plaintiff to retaliate against him after Plaintiff
26 complained about lack of breaks and Defendants' failure to pay him accurate overtime
27 wages.

28 28. Defendants failed to discuss with Plaintiff during the incident that occurred on May 29,
2021, or any other time, any alleged performance issues Plaintiff might have had while
working for Defendants. The real issue Defendants had with Plaintiff was his complaints
about breaks and overtime. Defendants had a duty to cure the violations, but instead,

Defendants retaliated against Plaintiff by terminating his employment. Plaintiff picked up his last paycheck on June 2, 2021.

29. At the time of the termination, Plaintiff was a dedicated employee and either met expectations or exceeded them annually, while working for Defendants. Therefore, Plaintiff believes and contends that that the true reason Defendants chose to terminate his employment is due to his legitimate complaints about Defendants' violation of labor code.
30. Defendants failed to give timely final paychecks to Plaintiff and Class Members upon separation, as required by statute. In addition, the final paychecks were not accurate since it did not include payment for all the hours worked and compensation earned, inclusive of all premium payments for missed statutory breaks.

CLASS ACTION ALLEGATIONS

31. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification. The class shall be defined as follows:

"All persons who were employed as non-exempt employees by GOLDEN STATE AG SERVICES, INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT SERVICES LLC, in the State of California during the period commencing four years from the date of the PAGA filing through the entry of final judgment in this action."

32. Plaintiff proposes that the following sub-classes be created:

- a. A proposed sub-class (*hereinafter* "Meal Period Class") is defined as: All individuals who have been employed and are currently employed by GOLDEN STATE AG SERVICES, INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT SERVICES LLC, within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who did not receive their required meal breaks pursuant to the *California Labor Code* and/or applicable orders of the IWC.
- b. A proposed sub-class (*hereinafter* "Rest Period Class") is defined as: All individuals who have been employed and are currently employed by GOLDEN STATE AG SERVICES, INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT SERVICES LLC, within the relevant time periods prior to the filing

1 of this Complaint until resolution of this lawsuit who did not receive their required
2 rest breaks pursuant to the California *Labor Code* and/or applicable orders of the
3 IWC.

- 4 c. A proposed sub-class (*hereinafter* “Underpaid Class”) is defined as: All individuals
5 who have been and are currently employed at GOLDEN STATE AG SERVICES,
6 INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT
7 SERVICES LLC, within the relevant time periods prior to the filing of this Complaint
8 until resolution of this lawsuit who were not paid full complete and accurate
9 compensation for all hours worked.
- 10 d. A proposed sub-class (*hereinafter* “Overtime Class”) is defined as: All individuals
11 who have been and are currently employed at GOLDEN STATE AG SERVICES,
12 INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT
13 SERVICES LLC, within the relevant time periods prior to the filing of this Complaint
14 until resolution of this lawsuit who were not paid full, complete and accurate
15 compensation for all overtime worked.
- 16 e. A proposed sub-class (*hereinafter* “Wage Statement Class”) is defined as: All
17 individuals who have been and are currently employed at GOLDEN STATE AG
18 SERVICES, INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL
19 EMPLOYMENT SERVICES LLC, within the relevant time periods prior to the filing
20 of this Complaint until resolution of this lawsuit whose wage statements did not
21 accurately reflect gross wages earned. Specifically, all the hours worked, the
22 overtime and additional hours of pay employees earn for each workday they did not
23 receive a meal and/or rest break. This subclass includes the class members whose
24 final paycheck did not accurately reflect gross wages earned. Specifically, all the
25 hours worked, the overtime and additional hours of pay employees earn for each
26 workday they did not receive a meal and/or rest break.
- 27 f. A proposed sub-class (*hereinafter* “Final Paycheck Class”) is defined as: All
28 individuals who were employed at GOLDEN STATE AG SERVICES, INC.,
HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT
SERVICES LLC, within the relevant time periods prior to the filing of this Complaint

1 until resolution of this lawsuit who did not receive their final paycheck within 72
2 hours after the final day of work or at the time of their termination.

3 g. A proposed sub-class (*hereinafter* “Minimum Wage Class”) is defined as: All
4 individuals who have been and are currently employed at GOLDEN STATE AG
5 SERVICES, INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT
6 SERVICES LLC, within the relevant time periods prior to the filing
7 of this Complaint until resolution of this lawsuit who did not receive at least the
8 minimum wage for all the hours worked.

9 h. A proposed sub-class (*hereinafter* “Rest Day Class”) is defined as: All individuals
10 who have been and are currently employed at GOLDEN STATE AG SERVICES,
11 INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT
12 SERVICES LLC, within the relevant time periods prior to the filing of this Complaint
13 until resolution of this lawsuit who did not receive a day of rest pursuant to Labor
14 Code §§ 551-553.

15 i. A proposed sub-class (*hereinafter* “Equal Pay Class”) is defined as: All individuals
16 who have been and are currently employed at GOLDEN STATE AG SERVICES,
17 INC., HELENA AGRI-ENTERPRISES, LLC, and/or COASTAL EMPLOYMENT
18 SERVICES LLC, within the relevant time periods prior to the filing of this Complaint
19 until resolution of this lawsuit who was denied of equal pay for substantially similar
20 work in violation of the California Fair Pay Act pursuant to Labor Code §§ 1197.5
21 and 1199.5

22 33. The proposed class (*hereinafter* “Class”) shall consist of all individuals found in the
23 following sub-classes: Meal Period Class, Rest Period Class, Underpaid Class, Overtime
24 Class, Wage Statement Class, Final Paycheck Class, Minimum Wage Class, Rest Day Class,
25 and Equal Pay Class.

26 34. All claims alleged herein arise under California law for which Plaintiff and Class Members
27 seek relief authorized by California law.

28 35. Excluded from the Class are Defendant(s) in this action, any entity in which Defendant(s)
have a controlling interest, any officers, directors, and shareholders of Defendant, and legal
representatives, heirs, successors, and assigns of Defendant.

1 36. There is a well-defined community of interest in this litigation and the Class is easily
2 ascertainable:

- 3 j. Numerosity: The members of the Class (and each subclass, if any) are so numerous
4 that joinder of all members would be unfeasible and impractical. The membership
5 of the Class is unknown to Plaintiff at this time. However, the Class is estimated to
6 be greater than fifty (50) individuals and the identity of such membership is readily
7 ascertainable by inspection of Defendant's employment records.
- 8 k. Typicality: Plaintiff is qualified to and will fairly and adequately protects the
9 interests of each Class Member with whom they have a well-defined community of
10 interest, and Plaintiff's claims (or defenses, if any), are typical of all Class Members
11 as demonstrated herein.
- 12 l. Adequacy: Plaintiff is qualified to, and will fairly and adequately protects the
13 interests of each Class Member with whom they have a well-defined community of
14 interest and typicality of claims, as alleged herein. Plaintiff acknowledges that he has
15 an obligation to the Court to make known any relationship, conflict, or differences
16 with any Class Member. Plaintiff's attorneys and proposed Class counsel are versed
17 in the rules governing class action discovery, certification, and settlement. Plaintiff
18 has incurred, and, throughout the duration of this action, will continue to incur costs
19 and attorneys' fees that have been, are, and will be necessarily expended for the
20 prosecution of this action for the substantial benefit of each Class Member.
- 21 m. Superiority: The nature of this action makes the use of class action adjudication
22 superior to other methods. Class action will achieve economies of time, effort, and
23 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
24 because the same issues can be adjudicated in the same manner and at the same time
25 for the entire class.
- 26 n. There are common questions of law and fact as to the Class (and each subclass, if
27 any), that predominate over questions affecting only individual members, including
28 but not limited to:
- o. Whether Defendant had a policy of not providing uninterrupted statutory mandated
rest periods to Plaintiff and Class Members or compensation for rest periods;

- 1 p. Whether Defendant had a policy of not providing uninterrupted statutory mandated
2 meal periods to Plaintiff and Class Members or compensation for meal periods;
- 3 q. Whether Defendant created schedules in such a manner that made it difficult or
4 impossible for Plaintiff, and similarly situated class members, to take uninterrupted
5 rest periods;
- 6 r. Whether Defendant created schedules in such a manner that made it difficult or
7 impossible for Plaintiff, and similarly situated class members, to take uninterrupted
8 meal periods;
- 9 s. Whether Defendant failed to pay Plaintiff and Class Members for the overtime hours
10 worked during the relevant timeframe;
- 11 t. Whether Defendant had a policy of requiring Plaintiff and Class Members to continue
12 working after clocking out;
- 13 u. Whether Defendant failed to pay Plaintiff and Class Members for the total hours
14 worked during the relevant timeframe;
- 15 v. Whether Defendant failed to keep accurate payroll records, such that inaccurate wage
16 statements were issued to Plaintiff and Class Members;
- 17 w. Whether Defendant failed to pay Plaintiff and Class Members an accurate and timely
18 final paycheck;
- 19 x. Whether Defendant failed to pay Plaintiff and Class Members at least minimum wage
20 for all the hours worked;
- 21 y. Whether Defendant failed to pay Plaintiffs and Class Members for rest days during
22 the relevant timeframe;
- 23 z. Whether Defendant failed to pay Plaintiffs and Class Members for equal pay for
24 substantially similar work during the relevant timeframe;
- 25 aa. Whether Defendant improperly retained, converted, appropriated, or deprived
26 Plaintiff and other Class Members of the use of monies or sums, which Plaintiff and
27 Class Members were legally entitled to;
- 28 bb. The appropriate amount of damages, restitution, or monetary penalties resulting from
Defendant's violations of California law.

1 **FIRST CAUSE OF ACTION**

2 **Unpaid Missed Rest Breaks**

3 **(Labor Code § 226.7(a) and IWC Wage Order No. 4, 9, 13 and 14-2001 Section 12)**

4 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

5 *Against All Defendants)*

6 37. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
7 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
8 set forth herein.

9 38. At all times herein set forth, Labor Code section 218 authorizes an employee to sue
10 directly for any wages or penalty due to him or her under this article of the Labor Code.

11 39. At all times herein set forth, Labor Code section 226.7(a) provides that no employer shall
12 require an employee to work during any rest period mandated by an applicable order of the
13 IWC.

14 40. The language of IWC Wage Order No. 4, 9, 13 and 14-2001 section 12 relating to rest
15 periods tracks the language of the Labor Code. (*Code of Regulations*, title 8, section
16 11070, subd. 11.), which states: "Every employer shall authorize and permit all employees
17 to take rest periods, which insofar as practicable shall be in the middle of each work period.
18 The authorized rest period time shall be based on the total hours worked daily at the rate of
19 ten (10) minutes net rest time per four hours or major fraction thereof. However, a rest
20 period need not be authorized for employees whose total daily work time is less than three
21 and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked
22 for which there shall be no deductions from wages."

23 41. During the relevant time period, Plaintiff and Class Members worked more than three and
24 one-half (3 ½) hours per workday, and were not allowed to take paid rest breaks that they
25 were legally entitled to pursuant to IWC Wage Order No. 4, 9, 13 and 14-2001 section 12.

26 42. Defendants' conduct, as alleged herein, violates IWC Wage Order No. 4, 9, 13 and 14-2001
27 section 12 and Labor Code § 226.7(a), which provides that no employer shall require any
28 employee to work during any rest period mandated by an applicable order of the IWC.

43. Pursuant to Labor Code section 226.7(b), and IWC Wage Order No. 4 9, and 13-2001
section 12(B), Plaintiff and Class Members are entitled to recover from Defendants one (1)
additional hour of pay at Plaintiff and Class Members' regular rate of compensation for

1 each work day that a rest period was not provided, for a three-year statutory period dating
2 back from the date of the commencement of this action.

3 44. Pursuant to Labor Code Sections 558 and 1197.1, Plaintiff and Class Members are entitled
4 to fifty dollars (\$50.00) for each pay period for which they were underpaid in addition to an
5 amount sufficient to recover underpaid wages and for each subsequent violation, one
6 hundred dollars (\$100.00) for each pay period for which they were underpaid in addition to
7 an amount sufficient to recover underpaid wages.

8 **SECOND CAUSE OF ACTION**

9 **Unpaid Missed Meal Breaks**

10 **(Labor Code §§ 226.7(a) and 512 and IWC Wage Order No. 4, 9, 13 and 14-2001 Section**
11 **11)**

12 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

13 *Against All Defendants)*

14 45. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
16 set forth herein.

17 46. At all times herein set forth, Labor Code section 218 authorizes employees to sue directly
18 for any wages or penalty due to them under this article of the California Labor Code.

19 47. At all times herein set forth, Labor Code section 226.7 provides that no employer shall
20 require an employee to work during any meal period mandated by an applicable order of
21 the IWC.

22 48. At all times herein set forth, Labor Code section 512(a) provides that an employer may not
23 employ an employee for a work period of more than five (5) hours per day without
24 providing the employee with a meal period of not less than thirty (30) minutes, except that
25 if the total work period per day of the employee is not more than six (6) hours, the meal
26 period may be waived by mutual consent of both the employer and the employee.

27 49. At all times herein set forth, Labor Code section 512(a) further provides that an employer
28 may not employ an employee for a work period of more than ten (10) hours per day
without providing the employee with a second meal period of not less than thirty (30)
minutes, except that if the total hours worked is no more than twelve (12) hours, the second

meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.

50. The language of applicable IWC Wage Order(s), section 11 relating to meal periods tracks the language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section 11090, subd. 11.)

51. Defendants fostered a work environment where the taking of uninterrupted thirty (30) minute meal breaks by its employees was essentially prohibited because Defendants were more concerned about their profit margin, than its own employees' welfare. As such, Plaintiff and Class Members could not take any thirty (30) minute uninterrupted meal breaks without the risk of being reprimanded or terminated.

52. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff and Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Cal. Labor Code Section 226.7(b) and applicable IWC Wage Order, i.e. No. 4 and 9-2001, section 11(B) and IWC Wage Order No. 13-2001, section 11(D).

53. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage order, section 11, Defendants are also liable to Plaintiff and Class Members for reasonable attorneys' fees and costs under Cal. Labor Code Section 218.5.

THIRD CAUSE OF ACTION

Failure to Pay for All Overtime Wages Earned

(Labor Code §§ 510 and 1194 and IWC Wage Order No. 4, 9, 13 and 14-2001 Section 3)

(By Plaintiff and on Behalf of all Similarly Situated Class Members,

Against All Defendants)

54. Plaintiff and Class Members incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

55. At all relevant times during the applicable limitations period, Plaintiff and Class Members have been non-exempt employees of Defendants and are entitled to the benefits of Cal. Labor Code Sections 510 and 1194 and the pertinent Wage Order(s).

1 56. IWC Wage Order No. 4 and 9-2001 section 3, 2(K) and IWC Wage Order No. 13 and 14-
2 2001 section 3, 2(G) define “hours worked” as “the time during which an employee is
3 subject to the control of an employer, and includes all the time the employee is suffered or
4 permitted to work, whether or not required to do so.”

5 57. In relevant part, section 3 of the applicable Wage Order(s) states: (A) Daily Overtime-
6 General Provisions:

7 (1) The following overtime provisions are applicable to employees 18 years of age or
8 over and to employees 16 or 17 years of age who are not required by law to attend
9 school and are not otherwise prohibited by law from engaging in the subject work. Such
10 employees shall not be employed more than eight (8) hours in any workday or more
11 than 40 hours in any workweek unless the employee receives one and one-half (1 ½)
12 times such employee’s regular rate of pay for all hours worked over 40 hours in the
13 workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight
14 (8) hours in any workday or more than six (6) days in any workweek is permissible
15 provided the employee is compensated for such overtime at not less than:

16 (a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours
17 worked in excess of eight (8) hours up to and including twelve (12) hours in any
18 workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day
19 of work in a workweek; and

20 (b) Double the employee’s regular rate of pay for all hours worked in excess of 12
21 hours in any workday and for all hours worked in excess of eight (8) hours on the
22 seventh (7th) consecutive day of work in a workweek.

23 (c) The overtime rate of compensation required to be paid to a nonexempt full-time
24 salaried employee shall be computed by using the employee’s regular hourly salary as
25 one fortieth (1/40) of the employee’s weekly salary.

26 58. Cal. Labor Code Section 510 states: “Eight hours of labor constitutes a day’s work. Any
27 work in excess of eight hours in one workday and any work in excess of 40 hours in any
28 one workweek and the first eight hours worked on the seventh day of work in any one
workweek shall be compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
compensated at the rate of no less than twice the regular rate of pay for an employee. In

1 addition, any work in excess of eight hours on any seventh day of a workweek shall be
2 compensated at the rate of no less than twice the regular rate of pay of an employee.
3 Nothing in this section requires an employer to combine more than one rate of overtime
4 compensation in order to calculate the amount to be paid to an employee for any hour of
5 overtime work.”

6 59. With respect to overtime wages, the regular rate of pay under California law must include
7 “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14
8 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not limited to,
9 commissions and nondiscretionary bonuses. *See Huntington Memorial Hosp. v. Superior*
10 *Court* (2005) 131 Cal App.4th 893, 904-05.

11 60. Plaintiff and Class Members were working more than eight hours a day and more than 40
12 hours a week and they were not paid overtime.

13 61. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
14 described below.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay Minimum Wage and Pay for All Wages Earned**

17 **(Labor Code §§ 204, 1194 and 1197)**

18 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

19 *Against All Defendants)*

20 62. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
21 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
22 set forth herein.

23 63. Cal. Labor Code Section 204 requires California employers to pay employees for all wages
24 earned.

25 64. Cal. Labor Code Section 1194 provides: “...any employee receiving less than the legal
26 minimum wage or the legal overtime compensation applicable to the employee is entitled
27 to recover in a civil action the unpaid balance of the full amount of this minimum wage or
28 overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of
suit.”

- 1 65. Defendants failed to compensate Plaintiff and Class Members for all hours worked,
2 including, but not limited to, the hours Plaintiff and Class Members were on call, the hours
3 worked during their meal and rest breaks, as well as overtime pay, and for which they did
4 not receive the proper compensation under the law.
5 66. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
6 described below.

7 **FIFTH CAUSE OF ACTION**

8 **Failure to Maintain and Produce Accurate Payroll Records**

9 **(Labor Code §§ 226(a), 1174, and 1198.5, IWC Wage Order No. 4, 9, 13 and 14-2001 Section 7)**

10 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

11 *Against All Defendants)*

- 12 67. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
13 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
14 set forth herein.
15 68. Cal. Labor Code Section 226(a), applicable IWC such as wage order No. 4, 9, 13 and 14-
16 2001, section 7(A), and Cal. Labor Code section 1174 require employers to maintain accurate
17 payroll records and to provide semi-monthly or at the time of each payment of wages to
18 furnish each employee with a statement itemizing, among other things, the total hours
19 worked by the employee.
20 69. Defendants have violated Cal. Labor Code Sections 226(a), 1174, 1198.5 and IWC Wage
21 Order No. 4, 9, 13 and 14-2001, section 7(A) by willfully failing to keep required payroll
22 records showing the actual hours worked each day by Plaintiff and Class Members. As a
23 direct and proximate result of Defendants' failure to maintain payroll records, Plaintiff and
24 Class Members have suffered economic harm as they have been precluded from accurately
25 monitoring the number of hours worked and thus seeking payment for all missed meal
26 periods and rest breaks.
27 70. Plaintiff and Class Members have been damaged in a sum to be proven and request relief
28 as described below.

Failure to Pay Wages Upon Separation (Labor Code §§ 201-203)

71. Plaintiff and Class Members incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

73. During the relevant time period, Defendants failed to accurately pay Plaintiff and Class Members, who are no longer employed by Defendants, Plaintiff and Class Members' wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of them leaving Defendant's employ in violation of Labor Code section 201 – 203.

EIGHTH CAUSE OF ACTION

(Labor Code §§ 1197.5 and 1199.5)

- 18 -

- 1
2 75. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
3 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
4 set forth herein.
- 5 76. Labor Code section 1197.5 provides: “An employer shall not pay any of its employees at
6 wage rates less than the rates paid to employees of another race or ethnicity for substantially
7 similar work, when viewed as a composite of skill, effort, and responsibility, and performed
8 under similar working conditions.”
- 9 77. Labor Code section 1199.5 provides: “Every employer or other person acting either
10 individually or as an officer, agent, or employee of another person is guilty of a misdemeanor
11 and is punishable by a fine of not more than ten thousand dollars (\$10,000), or by
12 imprisonment for not more than six months, or by both, who willfully does any of the
13 following: (a) Pays or causes to be paid any employee a wage less than the rate paid to an
14 employee of another sex, race, or ethnicity, as required by Section 1197.5.”
- 15 78. During the relevant timeframe, Defendants were paying their Latino immigrant employees,
16 including Plaintiff and Class Members, with extremely limited educational backgrounds and
17 no knowledge of labor law, less compared to their other employees of other races or ethnicity
18 for substantially similar work and performed under similar working conditions.
- 19 79. Plaintiff and Class Members have been damaged in a sum to be proven.

20 **NINTH CAUSE OF ACTION**

21 **Failure to Provide Rest Days**

22 **(Labor Code Sections 551 and 552)**

23 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

24 *Against All Defendants)*

- 25 80. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
27 set forth herein.
- 28 81. At all times herein set forth, Labor Code Section 551 provides that “Every person employed
in any occupation of labor is entitled to one day’s rest therefrom in seven.” Labor Code

1 Section 552 provides that “No employer of labor shall cause his employees to work more
2 than six days in seven.”

3 82. Plaintiff and Class Members allege that Defendants caused them to often work more than six
4 days in seven (at least twice a month), and failed to provide them with one day’s of rest, in
5 violation of Labor Code Sections 551 and 552.

6 83. Pursuant to California Labor Code Section 558, Plaintiff and Class Members are entitled to
7 fifty dollars (\$50) for each pay period for which they were underpaid in addition to an amount
8 sufficient to recover underpaid wages and for each subsequent violation, one hundred dollars
9 (\$100) for each pay period for which the employee was underpaid in addition to an amount
10 sufficient to recover underpaid wages.

11 **TENTH CAUSE OF ACTION**

12 ***Wrongful Termination-Retaliatory Termination***

13 **AGAINST PUBLIC POLICY**

14 *(By Plaintiff Against All Defendants)*

15 84. Plaintiff incorporates by reference and realleges each and every one of the allegations
16 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth
17 herein.

18 85. Defendants retaliated against Plaintiff in the terms, conditions and existence of Plaintiff’s
19 employment after Plaintiff opposed practices of Defendants forbidden by labor code.

20 86. Defendants’ wrongful conduct proximately caused Plaintiff to suffer general and special
21 damages in an amount to be proven.

22 87. Under Labor Code § 6310 Plaintiff is entitled to injunctive relief including reinstatement and
23 reimbursement of lost wages and benefits.

24 88. Plaintiff was forced to hire The Law Offices of Farrah Mirabel, and is entitled to recover
25 reasonable attorney fees.

26 89. Plaintiff alleges that Defendants terminating him under the pretext of Plaintiff disobeying
27 Rafael, was done with malice and oppression because they were meant to retaliate against
28 Plaintiff due to his complaints about lack of breaks and lack of accurate overtime payment.
These oppressive and malicious acts, as herein above alleged, were committed by Defendants

1 and/or each of them through their Directors, Officers, Managing Employees, were ratified
2 by Defendants and each of them at the time these acts were being committed.

3 90. Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages
4 in an amount sufficient to deter and punish Defendants and each of them pursuant to Civil
5 Code § 3294.

6 **ELEVENTH CAUSE OF ACTION**

7 ***Violation of California Business and Professions Code §§ 17200, et seq.***

8 ***(By Plaintiff and on Behalf of all Similarly Situated Class Members,***

9 ***Against All Defendants)***

10 91. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
11 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
12 set forth herein.

13 92. California Business & Professions Code Section 17200 prohibits unfair competition in the
14 form of any unlawful, unfair, or fraudulent business act or practice.

15 93. California Business & Professions Code Section 17204 allows “any person acting for the
16 interest of itself, its members or the general public” to prosecute a civil action for violation
17 of the UCL.

18 94. Beginning at an exact date unknown to Plaintiff and Class Members, but at least four years
19 prior to the filing of this action, Defendants have improperly, fraudulently, and unlawfully
20 failed to provide Plaintiff and Class Members with meal and rest breaks, failed to provide
21 compensation for the missed meal and rest breaks, failed to provide compensation for all
22 hours worked and all wages earned, failed to pay compensation for all over-time hours
23 worked, and provided Plaintiff with inaccurate wage statements, denying equal pay for
24 substantially similar work in violation of the California Fair Pay Act pursuant to Labor Code
25 §§ 1197.5 and 1199.5, failing to provide rest days pursuant to Labor Code §§ 551-553 and
26 have thereby committed unlawful, unfair, and/or fraudulent business acts and practices as
27 defined by California Business & Professions Code Section 17200, by engaging in the
28 following:

A. Failing and refusing to provide meal periods and rest breaks to Plaintiff and Class
Members;

- 1 B. Failing to pay all accrued meal period and rest break compensation to Plaintiff and
2 Class Members;
3 C. Failing to pay for all hours worked and pay for all overtime compensation to
4 Plaintiff and Class Members;
5 D. Failing to maintain accurate payroll record and provide accurate itemized wage
6 statement to Plaintiff and Class Members;
7 E. Failing to provide equal pay for substantially similar work in violation of the
8 California Fair Pay Act pursuant to Labor Code §§ 1197.5 and 1199.5; and
9 F. Failing to provide rest days pursuant to Labor Code §§ 551-553.

10 95. The violation of these laws serve as unlawful, unfair, and/or fraudulent predicate acts and
11 practices for purposes of California Business and Professions Code Section 17200.

12 96. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts and
13 practices described herein, Defendants have received and continue to hold ill-gotten gains
14 belonging to Plaintiff and Class Members. As a direct and proximate result of Defendants'
15 unlawful business practices, Plaintiff and Class Members have suffered economic injuries
16 including, but not limited to, compensation for missed meal periods and over-time hours
17 worked. Defendants have profited from their unlawful, unfair, and/or fraudulent acts and
18 practices in failing to provide meal period and rest break compensation to Plaintiff and
19 Class Members, as well as compensation for over-time hours worked.

20 97. Plaintiff and Class Members are entitled to restitution pursuant to California Business &
21 Professions Code Sections 17203 and 17208 for all meal period and rest break
22 compensation, unpaid wages and interest since four years prior to the filing of this action.

23 98. Plaintiff and Class Members are entitled to enforce all applicable penalty provisions of the
24 California Labor Code pursuant to California Business & Professions Code Section 17202.

25 99. Plaintiff and Class Members' success in this action will enforce important rights affecting
26 the public interest. In this regard, Plaintiff and Class Members, sues on behalf of
27 themselves and the general public. Plaintiff and Class Members are entitled to unpaid
28 compensation, declaratory and injunctive relief, civil penalties, and any other appropriate
remedy.

1 100. Injunctive relief is necessary and appropriate to prevent Defendants from continuing
2 and repeating their unlawful, unfair and fraudulent business acts and practices alleged
3 above.

4 101. In order to prevent Defendants from profiting and benefitting from their wrongful and
5 illegal acts and continuing those acts, an order requiring Defendants to disgorge all the
6 profits and gains they have reaped and restore such profits and gains to the Plaintiff and
7 Class Members, from whom they were unlawfully taken.

8 102. Plaintiff and Class Members have assumed the responsibility of enforcement of the
9 laws and lawful claims specified herein. There is a financial burden incurred in pursuing
10 this action which is in the public interest. Therefore, reasonable attorneys' fees are
11 appropriate pursuant to Cal. Code of Civil Procedure Section 1021.5.

12 103. By all of the said foregoing alleged conduct Defendants have committed, and are
13 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within
14 the meaning of Cal. Business & Professions Code Section 17200, et seq.

15 104. As a direct and proximate result of the unfair business practices described above,
16 Plaintiff and Class Members have all suffered significant losses and Defendants have been
17 unjustly enriched.

18 105. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiff and Class
19 Members are entitled to: (a) restitution of money acquired by Defendants by means of their
20 unfair business practices, in amounts not yet ascertained but to be ascertained at trial; (b)
21 injunctive relief against defendants' continuation of their unfair business practices, and (c)
22 a declaration that defendants' business practices are unfair within the meaning of the
23 statute.

24 **TWELFTH CAUSE OF ACTION**

25 **Civil Penalties Pursuant to Labor Code § 2699**

26 *(By Plaintiff Against All Defendants)*

27 106. Plaintiff incorporates by reference and realleges each and every one of the allegations
28 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth
herein.

1 107. Plaintiff on behalf of the people of the State of California and as “Aggrieved Employees”
2 acting as private attorney under the California Labor Code Private Attorneys General Act of
3 2004, §2698, *et seq.*, brings this action, on a representative basis. All current and former
4 employees of Defendant within one year of serving notice on the LWDA to the present are
5 aggrieved employees.

6 108. Defendants failed to comply with *Labor Code* requirements due to erroneous, willful and
7 intentional employment practices and policies. Plaintiff brings this representative action on
8 behalf of himself, all other similarly situated aggrieved employees, and the State of
9 California, based upon the claims articulated below. Plaintiff provided notice of their claims
10 pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”)
11 as illustrated by the attached Exhibit, the content of which is expressly incorporated herein.
12 The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day
13 notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint
14 for civil penalties under the Private Attorneys General Act (“PAGA”), *Labor Code* §2698 *et*
15 *seq.*

16 109. As a result of the actions alleged herein, Plaintiff seeks penalties under Labor Code
17 sections 2698 and 2699 because of Defendant’s violation of Labor Code sections 98.6, 201-
18 204, 210, 216, 218.5, 221, 225.5, 223, 226, 226(a), 226(b), 226.2, 226.3, 226.7, 233, 234,
19 246, 256, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.5, 1198-1199.5
20 and 2698-2699, 2699.5 and applicable IWC, which call for civil penalties.

21 110. Plaintiff and aggrieved parties request for Penalties Pursuant to *Labor Code* §2699:

- 22 a. As applicable, for civil penalties under *Labor Code* §2699(f), for all violations
23 of the *Labor Code* except for those for which a civil penalty is specifically
24 provided, in the amount of one hundred dollars (\$100.00) for each aggrieved
25 employee per pay period for the initial violation; and two hundred dollars
26 (\$200.00) for each aggrieved employee per pay period for each subsequent
27 violation;
28 b. As applicable, civil penalties under *Labor Code* §558 (in addition to and
entirely independent and apart from any other penalty provided in the *Labor*
Code), for violations of *Labor Code* §§500-556, in the amount of \$50 for each
underpaid aggrieved employee for each pay period the aggrieved employee was

1 underpaid in addition to an amount sufficient to recover underpaid wages, and
2 \$100 for each subsequent violation for each underpaid employee for each pay
3 period for which the employee was underpaid in addition to an amount
4 sufficient to recover underpaid wages;

5 c. As applicable, for civil penalties under *Labor Code* §1197.1 (in addition to and
6 entirely independent and apart from any other penalty provided in the *Labor*
7 *Code*), for violations of *Labor Code* §§1194 and 1197, in the amount of \$100
8 for each underpaid aggrieved employee for each pay period the aggrieved
9 employee was intentionally underpaid in addition to an amount sufficient to
10 recover underpaid wages, and \$250 for each subsequent violation for each
11 underpaid aggrieved employees regardless of whether the initial violation was
12 intentionally committed in addition to an amount sufficient to recover
underpaid wages;

13 d. As applicable, for civil penalties under *Labor Code* §210 (in addition to and
14 entirely independent and apart from any other penalty provided in the *Labor*
15 *Code*), for each employee who is/was not paid wages in accordance with *Labor*
16 *Code* §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount
17 of a civil penalty of \$100 for each aggrieved employee per pay period for each
18 initial violation, and \$200 for each aggrieved employee per pay period for each
subsequent violation;

19 e. As applicable, for civil penalties under *Labor Code* §226.3 (in addition to and
20 entirely independent and apart from any other penalty provided in the *Labor*
21 *Code*), for each violation of *Labor Code* §226(a), in the amount of \$250 for
22 each aggrieved employee per pay period for each violation and \$1,000 for each
23 aggrieved employee per pay period for each subsequent violation; and

24 f. As applicable, for any and all additional civil penalties and sums as provided
25 by the *Labor Code* and/or other relevant statutes.

26 111. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all
27 penalties obtained under Labor Code §2699 to be allocated to the LWDA, for
28 education of employers and employees about their rights and responsibilities under
the Labor Code, and twenty-five percent (25%) to Plaintiff and all other similarly

1 situated aggrieved employees.

2 112. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs
3 pursuant to *Labor Code* §§2699(g)(1) and any other applicable statute.

4 113. Labor Code Section 2699.3 provides that "The aggrieved employee or representative
5 shall give written notice by certified mail to the Labor and Workforce Development
6 Agency and the employer of the specific provisions of this code alleged to have been
7 violated, including the facts and theories to support the alleged violation."

8 114. Plaintiff complied with Labor Code Section 2699.3. Written notice was served on
9 Defendant in accordance with the provision of Section 2699.3 on July 10 and 13, 2021.
10 To date, the California Labor and Workforce Development Agency has not provided
11 Plaintiff with a notice of intent to investigate these violations, and more than 65 days
12 have since passed from the postmark date of the notice provided by Plaintiff. Attached
13 to this complaint as **Exhibit "A"**, is a copy of the proof of mailing. Moreover, Defendant
14 has failed to provide Plaintiff with notice that it has cured the violations, will cure the
15 violations now, or will cure the violations in the future. Consequently, pursuant to Labor
16 Code Section 2699.3(a)(2)(A), Plaintiff may proceed and file a complaint for penalties
17 pursuant to Labor Code section 2699.

18 **REQUEST FOR JURY TRIAL**

19 Plaintiff and Class Members hereby request a trial by jury for all issues so triable.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff, on behalf of himself and the proposed Class, prays for judgment
22 and the following specific relief against Defendants as follows:

- 23 1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses
24 as appropriate under California Code of Civil Procedure § 382
- 25 2. That Plaintiff be appointed as the Class Representative;
- 26 3. That The Law Offices of Farrah Mirabel be appointed as Class Counsel;
- 27 4. Unpaid wages and compensation, and statutory penalties, according to proof;
- 28 5. Preliminary and permanent injunctions enjoining and restraining Defendants from
continuing the unfair and unlawful business practices set forth above, and requiring the

1 establishment of appropriate and effective policies, procedures, and practices in place to
2 prevent future violations, including the maintenance of records that comply with California
3 Labor Code § 226 and the applicable Wage Order(s);

- 4 6. Declaratory relief;
- 5 7. Liquidated damages pursuant California Labor Code §1194.2, for Defendants' violations of
6 the minimum wage provisions of California Labor Code section 1197, according to proof;
- 7 8. Reasonable attorneys' fees and costs pursuant to, *inter alia*, California Labor Code §§
8 218.5, 226, 1194, 2699 and 2802, and California Code of Procedure § 1021.5;
- 9 9. Interested accrued on damages and penalties, including pre-judgment interest, pursuant to,
10 *inter alia*, California Labor Code §§ 218.6, 1194, and 1197, and any other applicable
11 statute.
- 12 10. Civil penalties pursuant to California Labor Code § 558;
- 13 11. Penalties pursuant to California Labor Code § 1198.5(k);
- 14 12. Exemplary and punitive damages;
- 15 13. For penalties under Labor Code §§ 2698-2699 and 2699.5; and
- 16 14. For such other and further relief as the court deems just and proper.

17 DATED: September 27, 2021

LAW OFFICES OF FARRAH MIRABEL

18 BY: /s/ Farrah Mirabel
19 Farrah Mirabel, Esq.
20 ATTORNEY FOR PLAINTIFF
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27
28

EXHIBIT “A”

Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

July 13, 2021

via CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

GREG MANCINI
GOLDEN STATE AG SERVICES, INC.
161 N. M STREET
TULARE CA 93274

GREG MANCINI
GOLDEN STATE AG SERVICES, INC.
1168 Leland Ave
TULARE CA 93274

CT CORPOTATION
HELENA AGRI-ENTERPRISES, LLC
330 N Brand Blvd, Suite 700,
Glendale, CA 91203.

HELENA AGRI-ENTERPRISES, LLC
15216 County Line Rd
Delano, CA 93215

HELENA AGRI-ENTERPRISES, LLC
225 SCHILLING BLVD STE 300
COLLIERVILLE TN 38017

In Re PAGA NOTICE: ARMANDO AMBRIZ v. GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC

Dear PAGA Administrator:

Our firm represents the interests of ARMANDO AMBRIZ (Plaintiff), former employee of GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC (referred to as the "Defendants"). Plaintiff was employed by Defendants as laborer and worked until May 29, 2021.

**PAGA NOTICE LETTER, In Re In Re ARMANDO AMBRIZ v. GOLDEN STATE
AG SERVICES, INC.**

Page 2

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
- 2. Violation of Labor Code § 226.7, 512 and 1198 (Missed Meal Breaks);**
- 3. Violation of Labor Code §1194 & §1197 (Failure to Pay Minimum Wages);**
- 4. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked);**
- 5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned);**
- 6. Violation of Labor Code § 226, 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements and maintain accurate personnel and payroll records);**
- 7. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation);**
- 8. Violation of Labor Code Sections 1197.5, 1199.5 (paying Latino employees from South America, less than other employees);**
- 9. Violation of Labor Code Sections 551-553 (Forcing employees to work seven days a week);**

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee beginning in 2019 and terminated on May 19, 2021, when a superior named Ricardo complained to the supervisor George. Plaintiff was employed as a truck driver who was spraying chemicals and also checking/maintaining the trucks.

The supervisor, George, was not allowing Plaintiff to take any rest breaks for full day of work which lasted minimum of 4 hours. Plaintiff was told that Defendants were understaffed, therefore, they could not take rest breaks. Plaintiff was hired to work shifts of over four hours, up to 12-16 hours but was not allowed to take a ten-minute, uninterrupted rest break for each 4 hour shift. Plaintiff worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent.

Defendants failed to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest breaks. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks during each of the 4 hour shifts.

Also, during his employment, Plaintiff did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift he worked that lasted more than five hours. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take uninterrupted meal breaks every 5 hours. When he was working more than 10 hours, or 15 hours, he never was able to take a second and/or third meal break either.

Also, Plaintiff's meal breaks were interrupted by his superiors.

Plaintiff was forced to work before clocking in. i.e. he was asked to clean the truck and take the trash out before clocking in. Also, Plaintiff's superior would clock him out sooner than the actual finish time, even if he needed longer time to finish his shifts. Plaintiff was not paid for actual hours he worked.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed breaks, nor accounted for overtime pay for hours employees worked. When Plaintiff worked more than 40 hours a week, he was not paid over time for all the hours worked more than 40 hours per week.

Therefore, Plaintiff claims that Defendants did not provide him and all other past and present employees with uninterrupted rest and meal breaks. Defendants are understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest or meal break. As a result, Defendants failed to pay its employees for all wages earned.

Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements which were inaccurate and Plaintiff was not paid for all the wages and overtime compensation.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that he worked in excess of statutory hours per week and did not receive compensation for all the hours worked and was not paid overtime.

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees' wage statements did not accurately reflect all the hours

worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Defendants forced Plaintiff and other employees to work seven days a week. Labor Code § 551 provides: “Every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Labor Code § 552 states that: “No employer of labor shall cause his employees to work more than six days in seven.” An employer that violates these provisions may be sued under Labor Code § 558(a)(2) (penalty of \$100/pay period) the Private Attorney General Act (penalty of \$200/pay period).

Plaintiff claims that Defendants intentionally discriminated against him and other employees because they are Latino immigrant, non-sophisticated laborers from Southern America with no knowledge of labor law and Defendants purposefully hires them to exploit them and take advantage of them by underpaying their wages especially the fact that Plaintiff and others were forced to work, 7 days a week, without getting accurate overtime payment.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Plaintiff claims that Defendants’ conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their employees all wages owed, including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through their attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendant, alleging the above causes of action including PAGA

CALIFORNIA LWDA

Private Attorneys General Act Notice

**PAGA NOTICE LETTER, In Re In Re ARMANDO AMBRIZ v. GOLDEN STATE
AG SERVICES, INC.**

Page 5

claim and request damages pursuant to but not limited to the following labor code sections **98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5 and 2802 and applicable IWC.**

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

Law Offices of Farrah Mirabel

Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

July 13, 2021

via CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

COASTAL EMPLOYMENT SERVICES LLC
26 21ST CT.
HERMOSA BEACH CA 90254

COASTAL EMPLOYMENT SERVICES LLC
329 NOKOMIS AVE, UNIT J
VENICE, FLORIDA 34285

STEVEN PICKETT
COASTAL EMPLOYMENT SERVICES LLC
5716 CORSA AVE. SUITE 110
WESTLAKE VILLAGE CA 91362

AMENDED PAGA NOTICE FOR LWDA-CM-837698-21

In Re PAGA NOTICE: ARMANDO AMBRIZ v. GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC and COASTAL EMPLOYMENT SERVICES LLC

Dear PAGA Administrator:

On July 13, 2021, we filed our PAGA notice of **LWDA-CM-837698-21** but it inadvertently omitted the name of employer COASTAL EMPLOYMENT SERVICES LLC. Therefore, we are amending to add the name of COASTAL EMPLOYMENT SERVICES LLC as an additional party.

Our firm represents the interests of ARMANDO AMBRIZ (Plaintiff), former employee of GOLDEN STATE AG SERVICES, INC. and HELENA AGRI-ENTERPRISES, LLC and COASTAL EMPLOYMENT SERVICES LLC (referred to as the “Defendants”). Plaintiff was employed by Defendants as driver/laborer and worked until May 29, 2021.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);**
- 2. Violation of Labor Code § 226.7, 512 and 1198 (Missed Meal Breaks);**
- 3. Violation of Labor Code §1194 & §1197 (Failure to Pay Minimum Wages);**
- 4. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked);**
- 5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned);**
- 6. Violation of Labor Code § 226, 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements and maintain accurate personnel and payroll records);**
- 7. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation);**
- 8. Violation of Labor Code Sections 1197.5, 1199.5 (paying Latino employees from South America, less than other employees);**
- 9. Violation of Labor Code Sections 551-553 (Forcing employees to work seven days a week);**

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee beginning in 2019 and terminated on May 19, 2021, when a superior named Ricardo complained to the supervisor George. Plaintiff was employed as a truck driver who was spraying chemicals and also checking/maintaining the trucks.

The supervisor, George, was not allowing Plaintiff to take any rest breaks for full day of work which lasted minimum of 4 hours. Plaintiff was told that Defendants were understaffed, therefore, they could not take rest breaks. Plaintiff was hired to work shifts of over four hours, up to 12-16 hours but was not allowed to take a ten-minute, uninterrupted rest break for each 4 hour shift. Plaintiff worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent.

Defendants failed to compensate Plaintiff at the required rate for each occasion in which Defendants failed to provide rest breaks. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks during each of the 4 hour shifts.

Also, during his employment, Plaintiff did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift he worked that lasted more than five hours. Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff to take uninterrupted meal breaks every 5 hours. When he was working more than 10 hours, or 15 hours, he never was able to take a second and/or third meal break either.

Also, Plaintiff's meal breaks were interrupted by his superiors.

Plaintiff was forced to work before clocking in. i.e. he was asked to clean the truck and take the trash out before clocking in. Also, Plaintiff's superior would clock him out sooner than the actual finish time, even if he needed longer time to finish his shifts. Plaintiff was not paid for actual hours he worked.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed breaks, nor accounted for overtime pay for hours employees worked. When Plaintiff worked more than 40 hours a week, he was not paid over time for all the hours worked more than 40 hours per week.

Therefore, Plaintiff claims that Defendants did not provide him and all other past and present employees with uninterrupted rest and meal breaks. Defendants are understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest or meal break. As a result, Defendants failed to pay its employees for all wages earned.

Defendants failed to maintain accurate payroll records, such that Plaintiff was given wage statements which were inaccurate and Plaintiff was not paid for all the wages and overtime compensation.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that he worked in excess of statutory hours per week and did not receive compensation for all the hours worked and was not paid overtime.

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees' wage statements did not accurately reflect all the hours

worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Defendants forced Plaintiff and other employees to work seven days a week. Labor Code § 551 provides: “Every person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Labor Code § 552 states that: “No employer of labor shall cause his employees to work more than six days in seven.” An employer that violates these provisions may be sued under Labor Code § 558(a)(2) (penalty of \$100/pay period) the Private Attorney General Act (penalty of \$200/pay period).

Plaintiff claims that Defendants intentionally discriminated against him and other employees because they are Latino immigrant, non-sophisticated laborers from Southern America with no knowledge of labor law and Defendants purposefully hires them to exploit them and take advantage of them by underpaying their wages especially the fact that Plaintiff and others were forced to work, 7 days a week, without getting accurate overtime payment.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendant.

Plaintiff claims that Defendants’ conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their employees all wages owed, including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through their attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendant, alleging the above causes of action including PAGA claim and request damages pursuant to but not limited to the following labor code

CALIFORNIA LWDA

Private Attorneys General Act Notice

**PAGA NOTICE LETTER, In Re In Re ARMANDO AMBRIZ v. GOLDEN STATE
AG SERVICES, INC. et al**

Page 5

sections 98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 233, 234, 246, 246.5, 510-512, 551-553, 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5 and 2802 and applicable IWC.

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

Law Offices of Farrah Mirabel

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
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1. Article Addressed to:

Greg Mancini
Golden State AG Services, Inc.
1108 Leland Ave.
Tulare, CA 93274



9590 9402 6550 1028 8684 12

2. Article Number (Transfer from service label)

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☐ Addressee

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Law Offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

RE: PATENT NOTICE: Armando Amador v. Hollensted
AG Services, Inc. aka NABE - Enterprise, LLC.



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1. Article Addressed to:

Helena Agri-Enterprises LLC
15216 County Line Rd.
Delano, CA 93215



9590 9402 6550 1028 8675 38

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X *Gaby Aguilar* PM 2 ☐ Agent
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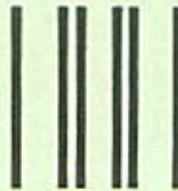
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Law offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

Re: Armando Andriz v. Golden State AG Service
Inc. and Helena Agri-Enterprises, LLC

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1. Article Addressed to:

*Greg Mancini / Golden Gate Ave
1168 Leland Ave. *San Francisco*
Tulare, CA 93274*



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Law offices of Farnah Mirdel
1070 Stradella Rd.
LOS ANGELES, CA 90077

Re: Armando Ambroz v. Golden State Aco Service
Helena Agri Enterprises LLC.



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1. Article Addressed to:

*CT Corporation.
Helena Agri-Enterprises, LLC
330 N. Brand Blvd, Suite 700
Glendale, CA 91203*



9590 9402 6550 1028 8683 99

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Law offices of Farrah Mirabel
1070 Stradella Rd.
LOS Angeles, CA 90077

Re: PAGANOTICE: Armando Ambriz v. Golden State
AG State AG Service INC. HELIX AGN-Enterprise LLC.



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1. Article Addressed to:

Steven Pickett/Coastal Employment Services
5716 Corsa Ave. Suite 110
Westlake Village, CA 91362



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*Law offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077*

*Re: armando Ameriz v. Golden state Ag Services Inc.
Herna, Agri-Enterprises LLC. Coastal Employment
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1. Article Addressed to:

Coastal Employment Services, LLC
26 21st CT
Hermoso Beach, CA 90264



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Law Offices of Farrah Mirabel
1070 Stradella Rd
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Re: Armando Ambriz v. Evchen State AG Consulting
Inc. and Helena Agri-Enterprises LLC. Coastal
Employment Services LLC.



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1. Article Addressed to:

Steven Pickett / Coastal Employment
5716 Corsa Ave. Suite 110
Westlake Village, CA 91362



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Law office of Ferran Mirabel

1070 Stradella Rd.

LOS Angeles, CA 90077

Re: PAGANITE Armando Ambriz v. GoldenState Ag Services
Inc. Helena Agri-Enterprises, LLC Coastal
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1. Article Addressed to:

HELENA AGRI
ENTERPRISES, LLC.
225 SCHILLING BLVD.
STE. 300
COLLIERVILLE, TN. 38017



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LAW OFFICES OF
FARRAH MIRABEL
1070 STRADELLA RD.
L.A. CA 90077

Re: Armando Anbriz. PAGA-NOTICE

77-260870

