

HAINES LAW GROUP, APC
 Paul K. Haines (SBN 248226)
 phaines@haineslawgroup.com
 Sean M. Blakely (SBN 264384)
 sblakely@haineslawgroup.com
 Neil M. Larsen (SBN 276490)
 nlarsen@haineslawgroup.com
 2155 Campus Drive, Suite 180
 El Segundo, California 90245
 Tel: (424) 292-2350
 Fax: (424) 292-2355
 Attorneys for Plaintiff

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 Superior Court of California
 County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROCIO NAVARRO and JOSE LUIS
 PEREZ ESQUEDA, as individuals and on
 behalf of all others similarly situated,

Plaintiff,

vs.

MANNING'S BEEF, LLC, a California
 limited liability company; and DOES 1
 through 100,

Defendants.

CASE NO. BC707884

**SECOND AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7 AND 512);**
- (2) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7 AND 516);**
- (3) **FAILURE TO PAY ALL OVERTIME
 WAGES (LABOR CODE §§ 204, 510,
 558, 1194, AND 1198);**
- (4) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, AND 1197);**
- (5) **WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226, *et seq.*);**
- (6) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS. &
 PROF. CODE § 17200, *et seq.*); AND**
- (8) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS
 GENERAL ACT (LABOR CODE
 § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiffs Rocio Navarro and Jose Luis Perez Esqueda (hereinafter “Plaintiffs”), on behalf
2 of themselves and all others similarly situated, hereby brings this Second Amended Class and
3 Representative Action Complaint (“Complaint”) against Manning’s Beef, LLC, a California
4 limited liability company, and Does 1 through 100, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings
8 this class action for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 223,
9 226, *et seq.*, 225.5, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and 2698, *et*
10 *seq.*; California Business and Professions Code § 17200, *et. seq.*, and Industrial Welfare
11 Commission Wage Order No. 8 (“Wage Order 8”), in addition to seeking declaratory relief and
12 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
13 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
14 amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
19 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
20 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
21 service of process.

22 **PARTIES**

23 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
24 Plaintiffs were, and currently are, California residents. During the four years immediately
25 preceding the filing of the Complaint in this action and within the statute of limitations periods
26 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-
27 exempt employees. Plaintiffs were, and are, victims of Defendants’ policies and/or practices
28 complained of herein, lost money and/or property, and have been deprived of the rights

1 guaranteed by Labor Code §§ 201-204, 223, 226, *et seq.*, 225.5, 226.7, 510, 512, 516, 558,
2 1182.12, 1194, 1194.2, 1197, 1198, California Business and Professions Code § 17200, *et seq.*,
3 and Wage Order 8, which sets employment standards for the meat packing industry.

4 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
6 continue to do) business slaughtering and packaging beef products, and employed Plaintiffs and
7 other similarly situated non-exempt employees within Los Angeles County and the state of
8 California and, therefore, were (and are) doing business in Los Angeles County and the State of
9 California.

10 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
11 corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed
14 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 16) to be subject to
17 the unlawful employment practices, wrongs, injuries, and damages complained of herein.

18 6. Plaintiffs are informed and believe, and based thereon allege, that at all times
19 mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the
20 Classes.

21 7. At all times herein mentioned, each of said Defendants participated in the doing
22 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
23 Defendants, and each of them, were the agents, servants, and employees of each and every one of
24 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
25 were acting within the course and scope of said agency and employment. Defendants, and each
26 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
27 omissions complained of herein.

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
5 members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff Navarro worked for Defendants as a non-exempt employee in
8 Defendants' meat packing facility from approximately 2017 to approximately September 2019.

9 10. Plaintiff Esqueda worked for Defendants as a non-exempt employee in
10 Defendants' meat packing facility from approximately 2016 to approximately June 23, 2021.

11 11. During Plaintiffs' employment, Plaintiffs were required to clock in and out for
12 periods of work, and although Defendants recorded Plaintiffs' hours worked to the minute,
13 Defendants only paid Plaintiffs in quarter of an hour increments. Defendants' rounding of time to
14 the quarter of an hour was not even-handed, and has resulted in Plaintiffs and putative class
15 members not being compensated for all hours worked.

16 12. Throughout Plaintiffs' employment with Defendants, Defendants have failed to
17 provide Plaintiffs and other non-exempt employees with all statutorily mandated meal periods.
18 Despite Defendants' written meal period policy, Plaintiffs' meal periods were often late (i.e.,
19 commencing after the fifth hour of work), and short in duration (i.e., less than thirty (30) minutes).
20 Moreover, Defendants' meal period policies/practices do not provide for a second meal period
21 for shifts in excess of 10.0 hours, nor were Plaintiffs and other putative class members provided
22 with a second meal period for shifts over 10.0 hours. In the event that a legally compliant meal
23 period was not in fact provided, Plaintiffs were not paid the meal period premium required by
24 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
25 period, Defendants maintained no payroll code or other mechanism for paying meal period
26 premiums when Defendants failed to provide a legally compliant meal period to Plaintiff and
27 members of the putative class.
28

1 13. Defendants also failed to authorize and permit Plaintiffs and other non-exempt
2 employees all required rest periods. Specifically, Plaintiffs were not always authorized and
3 permitted to take all legally-compliant rest periods in a timely fashion due to work demands,
4 which sometimes made it impossible to take all rest periods they were entitled to. Additionally,
5 upon information and belief, supervisors of the putative class required putative class members to
6 be at their work-stations ready to begin working before the 10-minute rest period had concluded.
7 Despite Defendants' failure to authorize and permit all required rest periods, Defendants did not
8 pay Plaintiffs any missed rest period premium payments as required by Labor Code § 226.7.
9 Upon information and belief, during at least a portion of the putative class period, Defendants
10 maintained no payroll code or other mechanism for paying rest period premiums when
11 Defendants failed to provide a legally compliant rest period.

12 14. As a result of Defendants' failure to pay minimum and overtime wages, and meal
13 and rest period premium wages, Defendants maintained inaccurate payroll records and issued
14 inaccurate wage statements to Plaintiffs in violation of Labor Code section 226. Additionally, the
15 wage statements provided to Plaintiffs and other non-exempt employees fail to identify the correct
16 name of the legal entity that is the employer.

17 15. Furthermore, Defendant failed to pay Plaintiffs all wages owing to them at the time
18 of their termination in violation of Labor Code section 203.

19 **CLASS ACTION ALLEGATIONS**

20 16. Class Definitions: Plaintiffs bring this action on behalf of themselves and the
21 following Classes pursuant to Section 382 of the Code of Civil Procedure:

22 a. The Meal Period Class consists of all of Defendants' current and former
23 non-exempt employees (including employees who worked for Defendants through a
24 staffing agency) who: (i) worked at least one shift in excess of 5.0 hours without a meal
25 period of at least 30 minutes commencing prior to the end of the fifth hour of work as
26 reflected from their timekeeping records; and/or (ii) worked at least one shift in excess of
27 10.0 hours without a second meal period of at least 30 minutes commencing prior to the
28 end of the tenth hour of work as reflected from their timekeeping records, during the four

years immediately preceding the filing of the Complaint through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees (including employees who worked for Defendants through a staffing agency) who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the Complaint through the present.

c. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who had their timekeeping entries rounded, during the four years immediately preceding the filing of the Complaint through the present.

d. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who had their timekeeping entries rounded, during the four years immediately preceding the filing of the Complaint through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class and Rest Period Class, and all employees who received a wage statement with the name of an entity other than the legal employer during the one year immediately preceding the filing of the Complaint through the present.

f. The Waiting Time Class consists of all formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class and/or Meal Period Class, and who separated their employment from Defendants in the three years immediately preceding the filing of this Complaint through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes are unknown to Plaintiffs at this time; however, it is estimated that the Classes number greater than one hundred (100) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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1 18. **Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
3 situated employees, which predominate over questions affecting only individual members
4 including, without limitation to:

5 i. Whether Defendants provided legally compliant meal periods to members
6 of the Meal Period Class;

7 ii. Whether Defendants authorized and permitted legally compliant rest
8 periods to members of the Rest Period Class;

9 iii. Whether Defendants' overtime practices violate the applicable Labor Code
10 provisions, including, but not limited to Sections 510 and 1194 by requiring overtime
11 work and not paying the Overtime Class for said work according to the overtime laws of
12 the State of California;

13 iv. Whether Plaintiffs and members of the Minimum Wage Class were
14 compensated for all hours actually worked;

15 v. Whether Defendants furnished legally compliant wage statements to
16 members of the Wage Statement Class pursuant to Labor Code § 226; and

17 19. **Predominance of Common Questions:** Common questions of law and fact
18 predominate over questions that affect only individual members of the Classes. The common
19 questions of law set forth above are numerous and substantial and stem from Defendants' policies
20 and/or practices applicable to each individual class member, such as Defendants' meal and rest
21 period policies/practices. As such, the common questions predominate over individual questions
22 concerning each individual class member's showing as to his or her eligibility for recovery or as
23 to the amount of his or her damages.

24 20. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
25 Plaintiffs were employed by Defendants as non-exempt employees in California during the
26 statutes of limitation applicable to each cause of action pled in the Complaint in this action. As
27 alleged herein, Plaintiffs, like the members of the Classes, were subject to Defendants' uniform
28 meal and rest period policies/practices, were furnished with inaccurate and incomplete wage

1 statements, and were deprived of accrued vacation time.

2 21. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
3 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
4 Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of
5 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage and
6 hour class actions in state and federal courts in the past, and are committed to vigorously
7 prosecuting this action on behalf of the members of the Classes.

8 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves
9 an important public interest in establishing minimum working conditions and standards in
10 California. These laws and labor standards protect the average working employee from
11 exploitation by employers who have the responsibility to follow the laws and who may seek to
12 take advantage of superior economic and bargaining power in setting onerous terms and
13 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
14 and members of the Classes make the class action format a particularly efficient and appropriate
15 procedure to redress the violations alleged herein. If each employee were required to file an
16 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
17 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
18 their vastly superior financial and legal resources. Moreover, requiring each member of the
19 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
20 employees who would be disinclined to file an action against their former and/or current employer
21 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
22 employment. Further, the prosecution of separate actions by the individual class members, even
23 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
24 with respect to the individual class members against Defendants herein; and which would
25 establish potentially incompatible standards of conduct for Defendants; and/or legal
26 determinations with respect to individual class members which would, as a practical matter, be
27 dispositive of the interest of the other class members not parties to adjudications or which would
28 substantially impair or impede the ability of the class members to protect their interests. Further,

1 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
2 individual prosecution considering all of the concomitant costs and expenses attending thereto.
3 As such, the Classes identified in Paragraph 16 are maintainable under Section 382 of the Code
4 of Civil Procedure.

5 **FIRST CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 23. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

9 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 failed in their affirmative obligation to provide all of their hourly non-exempt employees,
11 including Plaintiffs and members of the Meal Period Class, with all required meal periods in
12 accordance with the mandates of the California Labor Code and Wage Order 8, for the reasons
13 set forth in the factual allegations and Class definitions sections of this Complaint.

14 25. As a result, Defendants are responsible for paying premium compensation for meal
15 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to
16 Wage Order 8, Labor Code §§ 226.7 and 512, and Civil Code §§ 3287(b) and 3289.

17 **SECOND CAUSE OF ACTION**

18 **REST PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 26. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21 27. Wage Order 8, § 12 and California Labor Code §§ 226.7 and 516 establish the
22 right of employees to be provided with a rest period of at least ten (10) minutes for each four (4)
23 hour period worked or major fraction thereof.

24 28. Due to their unlawful rest period policies and/or practices, Defendants did not
25 authorize and permit members of the Rest Period Class all rest periods to which they were legally
26 entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to
27 Plaintiffs and the Rest Period Class at their respective regular rates of pay for each violation in
28 accordance with California Labor Code § 226.7.

1 29. The foregoing violations create an entitlement to recovery by Plaintiffs and
2 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
3 owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 8,
4 California Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 **(AGAINST ALL DEFENDANTS)**

8 30. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

9 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
10 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
11 overtime hours worked, and provide a private right of action for the failure to pay all overtime
12 compensation for overtime work performed.

13 32. At all times relevant herein, Defendants were required to properly compensate
14 Plaintiffs and members of the Overtime Class for all overtime hours worked pursuant to California
15 Labor Code § 1194 and Wage Order 8. Wage Order 8, § 3 requires an employer to pay an
16 employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess
17 of 8 hours per work-day and/or in excess of 40 hours of work in the workweek. Wage Order 8, §
18 3 also requires an employer to pay an employee double the employee’s regular rate of pay for
19 work in excess of 12 hours each work-day and/or for work in excess of 8 hours on the seventh
20 consecutive day of work in the workweek. Defendants caused Plaintiffs to work overtime and
21 hours, but did not compensate Plaintiffs or members of the Overtime Class at one and one-half
22 times their regular rate of pay for such hours.

23 33. The foregoing policies and practices are unlawful and create entitlement to
24 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime
25 premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of
26 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 8, and
27 Code of Civil Procedure § 1021.5.
28

FOURTH CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

34. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

35. Wage Order 8, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 8.

36. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

37. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 8.

38. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and

costs of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all meal and rest period premium wages earned, in violation of Labor Code § 226.

41. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all their meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data. Defendants' failures create an entitlement to recovery by Plaintiffs and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

42. Plaintiffs re-allege and incorporate by reference all previous paragraphs. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date

1 of employment.

2 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 failed to timely pay Plaintiffs and members of the Waiting Time Penalty Class all final wages due
4 to them at their separation from employment, including all overtime wages, and meal and rest
5 period premium wages.

6 44. Plaintiffs are informed and believe, and based thereon allege, that as a matter of
7 uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of the
8 Waiting Time Penalty Class all earned wages at the end of employment in a timely manner
9 pursuant to the requirements of Labor Code §§ 201-203.

10 45. Defendants' failure to pay all final wages was willful within the meaning of Labor
11 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
12 Time Penalty Class their earned wages upon separation from employment results in a continued
13 payment of wages up to thirty days from the time the wages were due.

14 46. Therefore, Plaintiffs and members of the Waiting Time Penalty Class are entitled
15 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

16 **SEVENTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(AGAINST ALL DEFENDANTS)**

19 47. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

20 48. Defendants have engaged and continue to engage in unfair and/or unlawful
21 business practices in California in violation of California Business and Professions Code § 17200,
22 *et seq.*, by failing to pay Plaintiffs and the Classes all meal and rest period premium wages,
23 accrued vacation pay, and knowingly failing to furnish accurate and complete itemized wage
24 statements in violation of Labor Code § 226.

25 49. Defendants' utilization of these unfair and/or unlawful business practices deprived
26 Plaintiffs and continues to deprive members of the Classes of compensation to which they are
27 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
28 over Defendants' competitors who have been and/or are currently employing workers and

attempting to do so in honest compliance with applicable wage and hour laws.

50. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

51. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

52. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

53. Plaintiff Navarro re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

54. Defendants have committed several Labor Code violations against Plaintiff Navarro, members of the Classes, and other aggrieved employees. Plaintiff Navarro, as an "aggrieved employee" within the meaning of Labor Code § 2698, *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to herself, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to

Labor Code § 558 per employee per pay period, plus an amount sufficient to recover the unpaid wages owed to each aggrieved employee; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff Navarro, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff Navarro, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to pay Plaintiff Navarro, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- d. Failing to pay minimum wages for all hours worked to Plaintiff Navarro, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- e. Failing to furnish Plaintiff Navarro, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff Navarro, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay non-exempt employees all earned wages at least twice during

1 each calendar month in violation of Labor Code § 204; and

2 h. Failing to maintain accurate records on behalf of Plaintiff Navarro and other
3 aggrieved employees in violation of Labor Code §§ 558 and 1174.

4 55. On August 17, 2021, Plaintiff Navarro notified Defendants via certified mail, and
5 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
6 Defendants’ violations of the California Labor Code and Plaintiff Navarro’s intent to bring a claim
7 for civil penalties under California Labor Code § 2698, *et seq.* with respect to violations of the
8 California Labor Code identified in Paragraph 54 (a)-(h). Sixty-five days passed from Plaintiff
9 Navarro notifying Defendants and the LWDA of these violations, and the LWDA did not provide
10 notice that it intended to investigate the violations, thus Plaintiff Navarro exhausted her
11 administrative requirements for bringing a claim under the Private Attorneys General Act with
12 respect to these violations.

13 56. Plaintiff Navarro was compelled to retain the services of counsel to file this court
14 action to protect his interests and the interests of other aggrieved employees, and to assess and
15 collect the civil penalties owed by Defendants. Plaintiff Navarro has thereby incurred attorneys’
16 fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

17 **PRAYER**

18 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
19 behalf this suit is brought against Defendants, as follows:

- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order appointing Plaintiffs as representative of the Classes;
- 22 3. For an order appointing counsel for Plaintiffs as counsel for the Classes;
- 23 4. Upon the First Cause of Action, compensatory, consequential, general, and special
24 damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 25 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
26 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 27 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198.

1 7. Upon the Fourth Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
3 1197;

4 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
5 226;

6 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
7 Labor Code § 201-203;

8 10. Upon the Seventh Cause of Action, for restitution to Plaintiffs and members of the
9 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
10 practices declared by this Court to be in violation of Business and Professions Code § 17200, *et*
11 *seq.*;

12 11. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff Navarro, other
13 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
14 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
15 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
16 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
17 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
18 violation pursuant to Labor Code § 558 per employee per pay period, plus an amount sufficient
19 to recover the unpaid wages owed to each aggrieved employee; (3) \$100.00 for each initial
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
21 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
22 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
23 each initial violation and \$200 for each subsequent violation per employee per pay period for
24 those violations of the Labor Code for which no civil penalty is specifically provided, based on
25 the following Labor Code violations;

26 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
27 Code § 218.6 and Civil Code §§ 3287 and 3289;

28 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code

1 §§ 218.5, 226, 1194, et seq., and 2699(g); and Code of Civil Procedure § 1021.5; and

2 14. For such other and further relief the Court may deem just and proper.

3
4 Respectfully submitted,

5 Dated: March 1, 2022

HAINES LAW GROUP, APC

6
7
8 By:



9 Paul K. Haines
Attorneys for Plaintiffs

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

13
14 Respectfully submitted,

15 Dated: March 1, 2022

HAINES LAW GROUP, APC

16
17 By:



18 Paul K. Haines
Attorneys for Plaintiffs

PROOF OF SERVICE

Rocio Navarro, et al. v. Manning's Beef, LLC
Los Angeles County Superior Court Case No. BC707884

[illegible]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **[X]** 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On March 1, 2022, I served the foregoing document(s) described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Amber S. Healy, Esq.
Email: ahealy@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC
12800 Center Court Drive South, Suite 300
Cerritos, California 90703
Attorneys for Defendant MANNING'S BEEF, LLC

Neil Katsuyama, Esq.
Email: neil.katsuyama@aalrr.com
ATKINSON, ANDELSON, LOYA, RUUD & ROMO, APC
201 South Lake Avenue, Suite 300
Pasadena, CA 91101
Attorneys for Defendant MANNING'S BEEF, LLC

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 1, 2022, at El Segundo, California.

Alma Hernandez