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FILED
Superior Court of California
County of Los Angeles

11/21/2025

David W. Slayton, Executive Officer / Clerk of Court

By: C. Gomez Deputy**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**FIDEL PEREZ, an individual, on behalf of
himself and others similarly situated

PLAINTIFF,

v.

FAM, LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV33308

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff FIDEL PEREZ, an individual, on behalf of himself, all others similarly situated,
2 and on behalf of the people of the State of California and as an “aggrieved employee” under Labor
3 Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”), complains of
4 Defendant FAM, LLC (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382 and Labor Code §2699, et seq., on behalf of Plaintiff and a Proposed Class defined as:

9 All persons who are employed or have been employed as an hourly
10 employee by FAM, LLC, in the State of California since four (4)
11 years prior to the filing of this action to the present plus any
12 additional time during which the statutes of limitation for the causes
of action herein were tolled pursuant to Emergency Rule 9 of the
California Rules of Court, the ‘Emergency Rules Related to
COVID-19’. (“Proposed Class”)

13 2. Any limitations period referenced in this complaint is extended pursuant to
14 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
15 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
16 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
17 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
18 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
19 relevant time period or statute of limitations referenced in this complaint is extended into the past
20 by the number of days in which this tolling was in effect.

21 3. From at least four (4) years prior to the filing of this action continuing to the present,
22 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
23 Members. Plaintiff and other Proposed Class Members were not compensated for time spent
24 working “off the clock” to undergo mandatory temperature checks before each shift.

25 4. From at least four (4) years prior to the filing of Plaintiff’s Second Amended Class
26 and Representative Action and continuing to the present, Defendant has had a consistent policy of
27 failing to inform Proposed Class members of their right to take meal periods by way of a lawful
28 policy and failing to provide Plaintiff and the Proposed Class members compliant meal periods,

1 and failing to pay such employees one (1) hour of pay at the employees' regular rate of
2 compensation for each workday that the meal period is not provided or provided after five (5)
3 hours, as required by California state wage and hour laws. Additionally, Defendant has a consistent
4 policy of failing to pay meal period premiums in compliance with California law.

5 5. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendant has had a consistent policy of failing to provide all required rest periods of at
7 least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
8 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
9 that the rest period was not provided, as required by California state wage and hour laws.

10 6. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of using
12 their personal cell phones necessary to perform their job duties.

13 7. For at least one (1) year prior to the filing of this action continuing to the present,
14 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Class are
15 issued wage statements in violation of Labor Code §226(a)(2) and do not accurately show the
16 number of total hours worked at each applicable hourly rate in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by Plaintiff and the Proposed Class in
18 violation of Labor Code §226(a)(9).

19 8. For at least three (3) years prior to the filing of this action continuing to the present,
20 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
21 the Proposed Class.

22 9. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
23 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and 2802; Wage
24 Order 1-2001; and California Code of Regulations, Title 8, Section 11010, seeking unpaid
25 wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized wage
26 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees
27 and costs.

28 10. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to

Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to Labor Code §2699, *et seq.* seeking penalties for Defendant’s failure to pay all wages and/or overtime, failure to provide lawful rest periods, failure to reimburse for business-related expenses, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of termination.

II.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

13. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Los Angeles and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Los Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Los Angeles.

15. This case should be classified as complex according to Rule 3.400 of the California

Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

III.

PARTIES

A. PLAINTIFF

16. Plaintiff FIDEL PEREZ is a resident of California.

17. Plaintiff and all Proposed Class Members, were regularly required to:

- a. Work without being paid for all hours at the appropriate rate of pay;
- b. Work without being provided all required meal periods;
- c. Work without being provided all required rest periods;
- d. Work without being reimbursed for the cost of using their personal cell phones for business-related purposes; and,
- e. Work without being provided itemized wage statements in writing that accurately report all hours worked and the corresponding rate of pay for all hours.

18. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

19. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

20. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

B. DEFENDANTS

21. Defendant FAM, LLC is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 5553-B Bandini Blvd, Bell, CA 90201. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout

1 the State of California.

2 22. The true names and capacities, whether individual, corporate, associate, or
3 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
4 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
5 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
6 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
7 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
8 capacities of the Defendants designated hereinafter as DOES when such identities become known.

9 23. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
10 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
11 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
12 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
13 employer and/or joint employer of Plaintiff and the Proposed Class Members.

14 24. Furthermore, Defendants acted in all respects as the employers or joint employers
15 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
16 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
17 engaged, thereby creating a common law employment relationship, with the Proposed Class.
18 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

19 **IV.**

20 **FACTUAL BACKGROUND**

21 25. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
22 classified as non-exempt employees by Defendant. Defendant hires employees who work as
23 hourly employees who are paid on an hourly basis.

24 26. Upon information and belief, Plaintiff and the Proposed Class are covered by
25 California Industrial Welfare Commission Occupational Wage Order No. 1-2001 (Title 8 Cal.
26 Code of Regs. § 11010).

27 27. On a regular and consistent basis, Plaintiff and the Proposed Class Members were
28 not paid at the proper rate of compensation for all hours worked. Plaintiff and Proposed Class

1 Members were not properly compensated for all hours worked at the appropriate rate of pay
2 because Defendant required them to undergo daily temperature checks “off the clock” before each
3 shift. Because this was time worked but “off the clock”, Defendant has failed to compensate them
4 for this all hours worked at the appropriate rate of pay.

5 28. On a regular and consistent basis, Defendant has had a consistent policy of failing
6 to inform Proposed Class members of their right to take meal periods by way of a lawful policy
7 and failing to provide Plaintiff and the Proposed Class members compliant meal periods, and
8 failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation
9 for each workday that the meal period is not provided or provided after five (5) hours, as required
10 by California state wage and hour laws. Additionally, Defendant has had a consistent policy of
11 failing to pay meal period premiums in compliance with California law.

12 29. Plaintiff and the Proposed Class are required to work four-hour increments (or
13 major fractions thereof) without being provided with all required ten (10) minute rest periods.
14 Defendant fails to provide Plaintiff and all members of the Proposed Class with a third rest period
15 for all shifts over ten (10) hours. Additionally, Defendant failed to inform Plaintiff and the
16 Proposed Class of their rights to take rest periods by way of a lawful policy.

17 30. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
18 properly reimbursed for expenses associated with the cost of using their personal cell phone as a
19 necessary part of the completion of their job duties. Plaintiff and all Proposed Class Members are
20 required to clock in using their personal cell phones. Defendant does not provide these cellphones
21 and fails to reimburse for the costs associated with using their personal cellphones for work
22 purposes.

23 31. Defendant has failed to comply with Labor Code § 226(a) by failing to provide
24 accurate itemized wage statements that accurately report total hours and applicable rates of pay
25 and the corresponding number of hours worked at that rate for Plaintiff and the Proposed Class.

26 32. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
27 Proposed Class Members quit or were discharged. This failure was willful, without legal
28 justification, and interfered with Plaintiff’s and Class Members’ rights.

33. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

V.

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a proposed class composed of and defined as follows:

All persons who are employed or have been employed as an hourly employee by FAM, LLC, in the State of California since four (4) years prior to the filing of this action to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“Proposed Class”)

35. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issues.

36. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

37. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

38. Plaintiff alleges that Defendant’s employment records would provide information as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

39. There are questions of law and fact common to the Proposed Class that predominate

1 over any questions affecting only individual Proposed Class Members. These common questions
2 of law and fact include, without limitation:

3 a. Whether Defendant failed to pay wages and/or overtime as required by the
4 Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

5 b. Whether Defendant violated Labor Code §§ 226.7 and 512 and IWC Wage
6 Order 1-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed
7 Class of their right to take meal periods and by failing to provide required meal periods throughout
8 the term of employment and failing to compensate said employees one (1) hours wages in lieu of
9 rest periods;

10 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 1 -
11 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
12 of their right to take rest periods and failing to provide all required rest periods throughout the term
13 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
14 periods;

15 d. Whether Defendants violated Labor Code § 2802 by failing to reimburse
16 for the cost of Plaintiff and the Proposed Class using their personal cell phones for necessary work
17 purposes;

18 e. Whether Defendants violated Labor Code § 226(a) by failing to provide
19 accurate itemized wage statements that accurately report the total hours worked and the applicable
20 rates for all hours worked and the corresponding number of hours worked at each hourly rate by
21 the employee;

22 f. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
23 compensation due and owing at the time that any Proposed Class Member's employment with
24 Defendant terminated;

25 g. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
26 Code by engaging in the acts previously alleged; and

27 h. Whether Plaintiff and the members of the Proposed Class are entitled to
28 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

i. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

40. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

41. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class.

42. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

44. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PAY WAGES AND/OR OVERTIME UNDER
LABOR CODE §§ 510, 1194, AND 1199

45. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

46. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its employees at the rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Plaintiff and the Proposed Class were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the appropriate rate.

47. Defendant required Plaintiff and the Proposed Class to report to the job site and complete temperature checks before the scheduled start of each shift. Plaintiff and the Proposed Class are not paid any wages for these temperature checks. As such, Plaintiff and the Proposed Class were routinely required to work “off the clock” to complete these temperature checks.

48. By its policy of requiring Plaintiff and the Proposed Class to work “off the clock”, Defendant failed to pay all wages due at the regular rate of pay and for work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay.

49. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class Members have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs.

VII.
SECOND CAUSE OF ACTION
PLAINTIFF ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS
FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO
LABOR CODE § 226.7 AND LABOR CODE § 512

50. Plaintiff, on behalf of himself and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

51. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

52. Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Proposed Class compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift.

53. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all required meal periods were not provided, as required by California state wage and hour laws. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

54. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

VIII.

1 **THIRD CAUSE OF ACTION**

2 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

3 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

4 **LABOR CODE § 226.7**

5 55. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates
6 by reference all previous paragraphs.

7 56. Labor Code § 226.7 requires an employer to pay an additional hour (1) of
8 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
9 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

10 57. Defendant failed to maintain an accurate policy informing Plaintiff and the
11 Proposed Class of their rights with respect to rest periods.

12 58. Plaintiff and the Class consistently worked shifts over ten (10) hours and Defendant
13 failed to provide a third rest break. As such, Defendant failed to provide Plaintiff and the Class
14 with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant
15 time period.

16 59. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
17 damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven
18 at trial.

19 **IX.**

20 **FOURTH CAUSE OF ACTION**

21 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

22 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

23 **LABOR CODE § 2802**

24 60. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
25 by reference all previous paragraphs.

26 61. Labor Code § 2802 requires employers to indemnify employees for all necessary
27 expenditures or losses incurred by the employee in direct consequence of the discharge of his or
28 her duties.

1 reasonable attorneys' fees.

2 **XI.**

3 **SIXTH CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

5 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

6 68. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 69. Numerous members of the Proposed Class including the Plaintiff are no longer
9 employed by Defendant. They were either fired or quit Defendant's employ.

10 70. Defendant's failure to pay wages, as alleged above was willful in that Defendant
11 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
12 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
13 penalty until paid for a period of up to thirty (30) days from the time they were due.

14 71. Defendant has failed to pay Plaintiff and others a sum certain at the time of
15 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
16 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
17 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
18 Members' daily wage multiplied by thirty (30) days.

19 **XII.**

20 **SEVENTH CAUSE OF ACTION**

21 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

22 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

23 72. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
24 by reference all previous paragraphs.

25 73. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
26 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
27 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
28 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general

1 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
2 interest within the meaning of Code of Civil Procedure § 1021.5.

3 74. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
4 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
5 appropriate equitable relief.

6 75. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
7 practices.

8 76. California’s wage and hour laws express fundamental public policies. Providing
9 employees with proper wages and compensation are fundamental public policies of this State and
10 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
11 vigorously minimum labor standards, to ensure that employees are not required or permitted to
12 work under substandard and unlawful conditions, and to protect law-abiding employers and their
13 employees from competitors who lower their costs by failing to comply with minimum labor
14 standards.

15 77. Defendant has violated statutes and public policies as alleged herein. Through the
16 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
17 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
18 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
19 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
20 guaranteed to all employees under law.

21 78. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
22 violation of § 17200, *et seq.* of the Business & Professions Code.

23 79. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
24 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
25 § 17200, *et seq.* of the Business & Professions Code.

26 80. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
27 others similarly situated have been damaged in a sum as may be proven.

28 81. Unless restrained, Defendant will continue to engage in the unlawful conduct as

1 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
2 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
3 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
4 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
5 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
6 proposed Class the money Defendant has unlawfully failed to pay.

7 **XIII.**

8 **EIGHTH CAUSE OF ACTION**

9 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

10 75. Plaintiff, on behalf of himself and all aggrieved employees, realleges and
11 incorporates by reference all previous paragraphs.

12 76. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
13 seeks penalties under Labor Code §2699, et seq use of Defendant's violation of Labor Code §§
14 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, 2802; Wage Order 1-2001; and California Code of
15 Regulations, Title 8, Section 11010, which call for civil penalties.

16 77. For each such penalty, Plaintiff and the aggrieved employees are entitled to
17 penalties in an amount to be shown at trial, subject to the following formula:

18 a. \$100 for the initial violation per employee per pay period.

19 b. \$200 for each subsequent violation per employee per pay period.

20 78. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
21 twenty-five percent (25%) to the affected employees.

22 79. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
23 LWDA¹ and mailed a letter by certified mail to Defendant Fam, LLC's entity address, which is
24 5553-B Bandini Blvd, Bell, CA 90201, as proscribed by the Code on September 9, 2021,
25 describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
26 1194, 1199, and 2802. (see Exhibit "1.") Plaintiff obtained an e-filing confirmation from the

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

1 LWDA confirming receipt of the notice (*see* Exhibit “2”).

2 80. As no letter evidencing the LWDA’s intention to investigate was received by
3 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
4 action as though the LWDA had not chosen to investigate pursuant to Labor Code
5 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
6 Amended Class and Representative Action Complaint immediately.

7 **RELIEF REQUESTED**

8 **WHEREFORE**, Plaintiff prays for the following relief:

9 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
10 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this
11 action to the present as may be proven;

12 2. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
13 Members’ hourly regular rate of pay for each meal and/or rest period missed or taken late from at
14 least four (4) years prior to the filing of this action to the present as may be proven;

15 3. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
16 Members’ unreimbursed out of pocket expenses necessary in the discharge of his/her duties;

17 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
18 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
19 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
20 an aggregate penalty of four thousand dollars (\$4,000);

21 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated
22 or resigned equal to their daily wage times thirty (30) days;

23 6. An award of prejudgment and post judgment interest;

24 7. An order enjoining Defendant and its agents, servants, and employees, and all
25 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
26 overtime, rest periods, accurate itemized wage statements, and wages upon termination/resignation
27 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 2802, and IWC 1-
28 2001;

1 8. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

3 9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
4 Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, 2802, and Wage Order 1-2001;

5 10. An award providing for payment of costs of suit;

6 11. An award of attorneys' fees; and

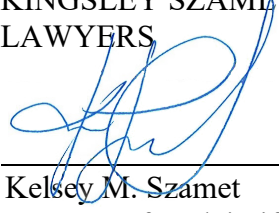
7 12. Such other and further relief as this Court may deem proper and just.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

10
11 DATED: November 14, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

12
13
14 By: 

Kelsey M. Szamet

Attorneys for Plaintiff Fidel Perez and the Proposed
Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

September 9, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

FAM, LLC
5553-B Bandini Blvd
Bell, CA 90201

Re: FIDEL PEREZ v. FAM, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents FIDEL PEREZ (“Plaintiff”) and a proposed group of current and former employees working for FAM, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by FAM, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’ (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 9, 2021

Page 2 of 3

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked at the appropriate regular rate of pay and were not paid for all overtime hours worked at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week.

Plaintiff and all aggrieved employees were also not properly compensated for all hours worked at the beginning of their shift due to the fact that Defendant required Plaintiff and all aggrieved employees to report to the job site and complete temperature checks before the scheduled start of each shift. Plaintiff and the aggrieved employees are not paid any wages for these temperature checks. As such, Plaintiff and the aggrieved employees routinely required to work “off the clock” to complete temperature checks.

By its policy of requiring Plaintiff and all aggrieved employees to work “off the clock”, Defendant failed to pay all wages due at the regular rate of pay and for work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay.

Pursuant to Labor Code § 226.7 and Wage Order 1-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. On a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with a third rest period despite regularly requiring Plaintiff and the aggrieved employees to work over ten (10) hours. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with all required rest periods. Defendant failed to maintain an accurate policy informing Plaintiff and all aggrieved employees of their rights with respect to rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Defendant requires that Plaintiff and the aggrieved employees use their cell phones to clock in and out for work purposes and this was necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 9, 2021

Page 3 of 3

Section 226(a)(2) and (9). Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

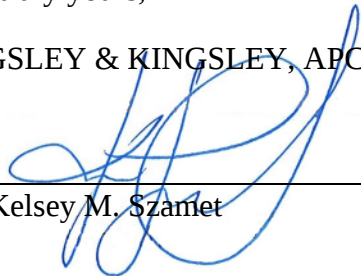
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 
Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. FAM, LLC via USPS Certified Mail # 7019 1640 0000 8115 0805
 3. Winston Law Group, PC, 1180 S Beverly Dr, Suite 320, Los Angeles, CA 90035

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Fidel Perez

Plaintiff/Aggrieved Employee Occupation *

Laborer

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Other/Don't Know

Employer Name *

Fam, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

Employer State *



Employer Zip/Postal Code *

Employer Industry *

**Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Master Card

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter- Fam, LLC.pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; &

financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 9, 2021 12:22 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

9/9/2021

LWDA Case No. LWDA-CM-843989-21
Law Firm : Kingsley & Kingsley
Plaintiff Name : Fidel Perez
Employer: Fam, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CJulie%40kingsleykingsley.com%7C0aead3ef4bc34c14df4008d973c71675%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637668121193481155%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C1000&data=aPfuHzKkX21FgZz5o15ZykgZd7vbl9RN%2BaJ8mxjcGCc%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 9, 2021 12:22 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-843989-21
Order Number: ORD-000134418
Total:\$75.00
Card Type: Master Card
Date: 9/9/2021

Billing Information
Name: Eric Kingsley
Email: service@kingsleykingsley.com
Billing Address:
16133 Ventura Boulevard Suite 1200
Encino, California
91436