

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Email: mmatern@maternlawgroup.com
Joshua D. Boxer (SBN 226712)
Email: jboxer@maternlawgroup.com
Hayley M. Davis (SBN 358829)
Email: hdavis@maternlawgroup.com
2101 E. El Segundo Blvd., Suite 403
El Segundo, CA 90245
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs
SHIMON RAHIMI, VICTOR ARIEL
HERRERA AGUILAR, individually, and on
behalf of other persons similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SHIMON RAHIMI, an individual; VICTOR
ARIEL HERRERA AGUILAR, an individual,
on behalf of themselves and of others similarly
situated

Plaintiffs,

vs.

CAMBRIDGE FARMS KOSHER, INC.; a
California corporation; and DOES 1 through 50,
inclusive,

Defendants

FILED
Superior Court of California
County of Los Angeles

01/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Williams Deputy

CASE NO.: 21STCV46060

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage Statements;
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties;
9. Unfair and Unlawful Business Practices.

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 PLAINTIFFS SHIMON RAHIMI (“PLAINTIFF RAHIMI”) and VICTOR ARIEL
2 HERRERA AGUILAR (“PLAINTIFF AGUILAR”), (collectively, “PLAINTIFFS”) individuals,
3 demanding a jury trial, on behalf of themselves and other persons similarly situated, hereby
4 alleges as follows:

5 **INTRODUCTION**

6 1. PLAINTIFFS bring this action on behalf of themselves and all other aggrieved
7 employees of Defendant CAMBRIDGE FARMS KOSHER, INC., a corporation (hereinafter
8 “CAMBRIDGE FARMS”) and DOES 1 through 50 inclusive (collectively “DEFENDANTS”) in
9 the State of California during the relevant statutory period to recover penalties arising from
10 unpaid wages earned and due, including but not limited to unpaid and illegally calculated
11 overtime compensation, illegal meal and rest period policies, failure to pay all wages due to
12 discharged or quitting employees, failure to maintain required records, failure to provide accurate
13 itemized wage statements, failure to timely pay wages during employment, failure to indemnify
14 employees for necessary expenditures and/or losses incurred in discharging their duties.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFFS are residents of the State of California, and Defendants CAMBRIDGE FARMS
18 KOSHER, INC., a California corporation; and DOES 1 through 50 inclusive (collectively
19 “DEFENDANTS”), are qualified to do business in California and regularly conduct business in
20 California. Further, no federal question is at issue because the claims are based solely on California
21 law.

22 3. Venue is proper in this judicial district and the County of Los Angeles, California
23 because PLAINTIFFS, and other persons similarly situated, performed work for DEFENDANTS
24 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
25 business in the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and
26 practices which are the subject of this action were applied, at least in part, to PLAINTIFFS, and
27 other persons similarly situated, in the County of Los Angeles.

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1 **PLAINTIFFS**

2 4. PLAINTIFF SHIMON RAHIMI is a male citizen and resident of the State of
3 California. At times material to this complaint, PLAINTIFF SHIMON RAHIMI was employed
4 by DEFENDANTS in the State of California as a non-exempt employee.

5 5. PLAINTIFF VICTOR ARIEL HERRERA AGUILAR is a male citizen and
6 resident of the State of California. At times material to this complaint, PLAINTIFF VICTOR
7 ARIEL HERRERA AGUILAR was employed by DEFENDANTS in the State of California as a
8 non-exempt employee.

9 6. PLAINTIFFS, on behalf of themselves and other similarly situated current and
10 former non-exempt employees of DEFENDANTS in the State of California at any time during
11 the four years preceding the filing of this action, and continuing while this action is pending,
12 brings this class action to recover, among other things, wages and penalties from unpaid wages
13 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
14 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
15 due to discharged and quitting employees, failure to indemnify employees for necessary
16 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
17 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
18 and expenses.

19 7. PLAINTIFFS bring this action on behalf of himself and the following similarly
20 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
21 employees of DEFENDANTS in the State of California at any time within the period
22 beginning four (4) years prior to the filing of this action and ending at the time this action
23 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFFS reserve the right
24 to name additional class representatives.

25 **DEFENDANTS**

26 8. PLAINTIFFS are informed and believes, and thereon alleges, that DEFENDANT
27 CAMBRIDGE FARMS KOSHER, INC., is, and at all times relevant hereto was, a California
28 corporation organized and existing under the laws of the State of California. PLAINTIFFS are

1 further informed and believes, and thereon alleges, that DEFENDANT CAMBRIDGE FARMS
2 KOSHER, INC., is authorized to conduct business in the State of California, and does conduct
3 business in the State of California. Specifically, DEFENDANT CAMBRIDGE FARMS
4 KOSHER, INC., maintains offices and facilities and conducts business in, and engages in illegal
5 payroll practices or policies in, the County of Los Angeles, State of California.

6 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
7 PLAINTIFFS at this time, and PLAINTIFFS therefore sues such DOE Defendants under
8 fictitious names. PLAINTIFFS are informed and believes, and thereon alleges, that each
9 Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged
10 herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged herein,
11 were proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave
12 of the court to amend this Complaint to allege their true names and capacities of such DOE
13 Defendants when ascertained.

14 10. At all relevant times herein, DEFENDANTS were the joint employers of
15 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon
16 allege, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
17 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
18 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
19 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
20 Defendant, and each was the alter ego of the other.

21 11. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
22 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
23 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
24 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
25 PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and schemes
26 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and
27 meal periods; failing to properly maintain records; failing to provide accurate itemized statements
28 for each pay period; failing to properly compensate PLAINTIFFS and CLASS MEMBERS for

1 necessary expenditures; and requiring, permitting or suffering the employees to work off the
2 clock, in violation of the California Labor Code and the applicable Welfare Commission (“IWC”)
3 Orders.

4 12. PLAINTIFFS are informed and believe, and thereon allege, that each and every
5 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
6 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
7 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
8 and scope of said agency, employment and/or direction and control.

9 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
10 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
11 provision regulating minimum wages or hours and days of work in any order of the Industrial
12 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

13 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
14 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
15 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
16 of this Court.

17 **FACTUAL ALLEGATIONS**

18 15. PLAINTIFF RAHIMI began working as a Mashgiach at Cambridge Farms’ deli
19 and food departments, in Los Angeles, California approximately eleven years ago.

20 16. PLAINTIFF VICTOR ARIEL HERRERA AGUILAR worked as a Produce
21 Stocker at CAMBRIDGE FARMS in Los Angeles County, California from approximately 2015
22 to 2022.

23 17. Throughout their employment, PLAINTIFFS were not scheduled to work in excess
24 of eight (8) hours per shift or forty (40) hours per week. However, PLAINTIFFS were required to
25 work off the clock, through meal and rest periods, and otherwise perform duties such that it
26 resulted in unpaid overtime wages.

27 18. Throughout their employment, PLAINTIFFS were denied ten-minute rest periods
28 on a regular basis. Further, PLAINTIFFS were not advised of their right to rest periods or

1 instructed to take them. PLAINTIFFS were required to work through their rest breaks altogether.

2 19. Throughout their employment, PLAINTIFFS were denied uninterrupted, timely
3 thirty-minute meal periods on a regular basis. Further, PLAINTIFFS were not advised of their
4 right to meal periods. PLAINTIFFS were often unable to take meal breaks as they were required
5 to work through them altogether. In addition, PLAINTIFFS were not provided a second meal
6 break when working ten (10) hours or more.

7 20. Throughout their employment, PLAINTIFFS regularly worked off the clock and
8 was not paid for their hours worked off the clock. PLAINTIFFS worked off the clock for at least
9 two (2) hours for most shifts.

10 21. Throughout their employment, PLAINTIFFS used their personal cell-phone for
11 work-related purposes and was not reimbursed for this expense.

12 22. PLAINTIFFS' experiences were not unique to them, but rather common to all
13 employees.

14 **CLASS ACTION DESIGNATION**

15 23. This action is appropriately suited for a Class Action because:

16 a. The potential class is a significant number. Joinder of all current and
17 former employees individually would be impractical.

18 b. This action involves common questions of law and fact to the potential
19 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
20 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
21 applicable IWC wage order, and the Business and Professions Code, which prohibits unfair
22 business practices arising from such violations.

23 c. The claims of PLAINTIFFS are typical of the class because
24 DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code,
25 the applicable IWC wage order, and the Business and Professions Code.

26 d. PLAINTIFFS are able to fairly and adequately protect the interests of all
27 members of the class because it is in their best interests to prosecute the claims alleged herein to
28 obtain full compensation due to them for all services rendered and hours worked.

1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**

4 **(Against all DEFENDANTS)**

5 24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in the foregoing paragraphs.

7 25. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than
10 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
11 required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to California Labor
12 Code § 226.7, 512 and IWC Order No. 7-2001, § 11.

13 26. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
14 Order No. 7-2001, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who
15 were not provided with a meal period, in accordance with the applicable wage order, one
16 additional hour of compensation at each employee's regular rate of pay for each workday that a
17 meal period was not provided.

18 27. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
19 1197, and IWC Wage Order No. 7-2001 by failing to compensate PLAINTIFFS and CLASS
20 MEMBERS for all hours worked during their meal periods.

21 28. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, interest, penalties, expenses, and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

4 **(Against all DEFENDANTS)**

5 29. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the allegations in the foregoing paragraphs.

7 30. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
8 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
9 failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under
10 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 7-2001, § 12.

11 31. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
12 Order No. 7-2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not
13 provided with a rest period, in accordance with the applicable wage order, one additional hour of
14 compensation at each employee's regular rate of pay for each workday that a rest period was not
15 provided.

16 32. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
18 earned and due, interest, penalties, expenses, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Failure to Pay Overtime Wages**

21 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

22 **(Against all DEFENDANTS)**

23 33. PLAINTIFFS incorporates herein by specific reference, as though fully set forth,
24 the allegations in the foregoing paragraphs.

25 34. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-
26 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
27 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
28 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the

1 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
2 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
3 on the seventh consecutive day of work in any workweek.

4 35. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
5 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
6 Order No. 7-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
7 PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the
8 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
9 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
10 California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3; requiring, permitting
11 or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, permitting or
12 suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest breaks; illegally
13 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
14 properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide accurate
15 itemized wage statements to PLAINTIFFS for each pay period; and other methods to be
16 discovered.

17 36. In violation of California law, DEFENDANTS have knowingly and willfully
18 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
19 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS
20 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
21 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
22 to compel DEFENDANTS to fully perform their obligations under state law, all to their
23 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
24 this Court.

25 37. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
26 1194, 1198 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to California Labor Code
27 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
28 Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the

1 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
2 fees, expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Minimum Wages**

5 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

6 **(Against all DEFENDANTS)**

7 38. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
8 the allegations in the foregoing paragraphs.

9 39. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-
10 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
11 worked in a payroll period is unlawful.

12 40. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
13 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
14 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
15 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
16 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS
17 worked; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to
18 provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS for each
19 pay period; and other methods to be discovered.

20 41. DEFENDANTS' conduct described herein violates California Labor Code §§
21 1194, 1197, and IWC Wage Order No. 7-2001, § 4. As a proximate result of the aforementioned
22 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to
23 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
24 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS and
25 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
26 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against all DEFENDANTS)

42. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

43. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

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

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

46. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

47. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

48. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226; IWC Wage Order No. 7-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 49. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in the foregoing paragraphs.

8 50. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
10 DEFENDANTS knowingly and intentionally failed to maintain records as required under
11 California Labor Code §§ 226, 1174, and IWC Wage Order No. 7-2001, § 7, including but not
12 limited to the following records: total daily hours worked by each employee; applicable rates of
13 pay; all deductions; meal periods; time records showing when each employee begins and ends
14 each work period; and accurate itemized statements.

15 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
18 PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including
19 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
20 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
21 provided in California Labor Code § 226(e), as well as other available remedies.

22 **SEVENTH CAUSE OF ACTION**

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

24 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**

25 **(Against all DEFENDANTS)**

26 52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
27 the allegations in the foregoing paragraphs.

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53. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

54. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

55. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

56. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

57. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

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58. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

59. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

NINTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 et. seq.]

(Against all DEFENDANTS)

60. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

61. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful business practice

1 under California Business and Professions Code § 17200 et seq.

2 62. DEFENDANTS' violations of California wage and hour laws constitute a business
3 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
4 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
5 CLASS MEMBERS.

6 63. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
7 rest periods, and other benefits as required by the California Labor Code, the California Code of
8 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
9 record, report, and pay the correct sums of assessment to the state authorities under the California
10 Labor Code and other applicable regulations.

11 64. As a result of DEFENDANTS' unfair and unlawful business practices,
12 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
13 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
14 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
15 MEMBERS.

16 65. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
17 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
18 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
19 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
20 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
21 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
22 jurisdiction of this Court.

23 **TENTH CAUSE OF ACTION**

24 **Representative Action for Civil Penalties**

25 **[Cal. Labor Code §§ 2698–2699.5]**

26 **(Plaintiff Rahimi Only Against All DEFENDANTS)**

27 66. PLAINTIFF incorporates herein by specific reference as though fully set forth the
28 allegations in all preceding paragraphs, with exception of the allegations in the foregoing

1 paragraphs.

2 67. PLAINTIFF RAHIMI is an “aggrieved employee” within the meaning of
3 California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of
4 herself and other current and former employees of DEFENDANTS pursuant to the procedures
5 specified in California Labor Code § 2699.3, because PLAINTIFF RAHIMI and CLASS
6 MEMBERS were employed by DEFENDANTS and the alleged violations of the California
7 Labor Code were committed against PLAINTIFF RAHIMI and CLASS MEMBERS.

8 68. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
9 Labor Code §§ 2698–2699.5, PLAINTIFF RAHIMI and CLASS MEMBERS seek to recover
10 civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
11 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 7-2001, § 20, from DEFENDANTS in a
12 representative action for the violations set forth above, including but not limited to violations of
13 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
14 2802. PLAINTIFF RAHIMI and CLASS MEMBERS are also entitled to an award of reasonable
15 attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

16 69. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF RAHIMI gave written
17 notice on September 2, 2021 by online filing to the California Labor and Workforce Development
18 Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the
19 California Labor Code and IWC Wage Orders alleged to have been violated, including the facts
20 and theories to support the alleged violations. More than sixty-five (65) days have passed and the
21 LWDA has not provided notice to PLAINTIFFS that it intends to investigate the alleged
22 violations.

23 70. Therefore, PLAINTIFF RAHIMI has complied with all of the requirements set
24 forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 7-2001;
4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action as a class action;
12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS' counsel as class counsel; and

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1 13. For such further relief that the Court may deem just and proper.

2
3 DATED: January 15, 2026

Respectfully submitted,

4 **MATERN LAW GROUP, PC**

5
6 By:



7
8 Matthew J. Matern
9 Joshua D. Boxer
10 Hayley M. Davis
11 Attorneys for Plaintiffs
12 SHIMON RAHIMI and VICTOR ARIEL
13 HERRERA AGUILAR, individually, and on
14 behalf of other persons similarly situated
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1 **DEMAND FOR JURY TRIAL**

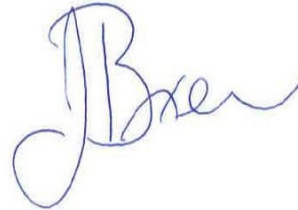
2 PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

3
4 DATED: January 15, 2026

Respectfully submitted,

5 **MATERN LAW GROUP, PC**

6 By:

7 

8
9 _____
Matthew J. Matern

10 Joshua D. Boxer

Hayley M. Davis

Attorneys for Plaintiff

11 SHIMON RAHIMI and VICTOR ARIEL
12 HERRERA AGUILAR, individually, and on
13 behalf of other persons similarly situated
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1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of
3 eighteen (18) years and not a party to the within action. My business address is 2101 E. El
Segundo Blvd., Suite 403, El Segundo, California 90245.

4 On January 15, 2026, I served the document described as:

5 **FIRST AMENDED CLASS ACTION COMPLAINT**

6 ☒ **By electronic service (via electronic filing service provider).** I caused the document or
7 documents to be electronically transmitted to Case Anywhere, an electronic filing service
8 provider, at www.caseanywhere.com pursuant to the Court's Electronic Case
9 Management Order governing the matter titled *Shimon Rahimi v. Cambridge Farms
Kosher, Inc.*, LASC Case No.: 21STCV46060 mandating electronic service. The
transmission was reported as complete and without error to the addresses as stated on the
attached service list.

10 Daniel H. Qualls, Esq.
11 Jannat Irshad, Esq.
12 **O'Hagan Meyer, LLP**
13 One Embarcadero Center, Suite 2100
14 San Francisco, California 94111
15 Telephone: (415) 578-6900
16 Email: dqualls@ohaganmeyer.com
Email: jirshad@ohaganmeyer.com

Attorneys for Defendant CAMBRIDGE
FARMS KOSHER, INC.

17
18 CC Sally Mendez
19 smendez@ohaganmeyer.com

20 I declare under penalty of perjury under the laws of the State of California that the above
21 is true and correct.

22 Executed on January 15, 2026, at El Segundo, California.

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Arinda Ocampo