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ELEXIS ARIAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ELEXIS ARIAS, an individual,

Plaintiff,

vs.

SABA LIVE POULTRY, INC., a California
corporation; SABA LIVE POULTRYI2,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CGC-21-596177

FIRST AMENDED COMPLAINT FOR DAMAGES

- 1. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE § 510;**
- 2. FAILURE TO PAY EARNED WAGES IN VIOLATION OF LABOR CODE §§ 201, 202;**
- 3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE § 1197.1;**
- 4. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF LABOR CODE § 226.7;**
- 5. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE § 226.7;**
- 6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226;**

7. VIOLATION OF LABOR CODE § 233;
8. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;
9. VIOLATION OF THE CFRA – GOVT. CODE § 12945.2;
10. CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY;
11. PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

[DEMAND FOR JURY TRIAL]

1 Plaintiff Elexis Arias (“Plaintiff”) alleges as follows on knowledge as to herself and her respective
2 known acts, and on information and belief as to all other matters:

3 **I.**

4 **PARTIES**

5 1. At the relevant times mentioned herein, Plaintiff was employed by Saba Live Poultry,
6 Inc. and/or Saba Live PoultryI2, Inc. (collectively, “Saba” or the “Company”). Plaintiff performed
7 work for Saba located at 1526 Wallace Avenue, San Francisco, California 94124. The unlawful conduct
8 alleged herein occurred in San Francisco County. Plaintiff is, and at the relevant times mentioned
9 herein was, a resident of San Francisco County.

10 2. At the relevant times mentioned herein, Saba Live Poultry, Inc. was a California
11 corporation conducting its business in San Francisco County.

12 3. At the relevant times mentioned herein, Saba Live PoultryI2, Inc. was a California
13 corporation conducting its business in San Francisco County.

14 4. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
15 DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff
16 will amend this Complaint to allege the true names and capacities of said Defendants when the same
17 has been ascertained. Each of the fictitiously named Defendants is responsible in some manner for the
18 acts complained of herein. Unless otherwise stated, all references to named Defendants shall include
19 DOE Defendants as well.

20 **II.**

21 **JURISDICTION AND VENUE**

22 5. Jurisdiction and venue are proper in this Court because all of the claims alleged herein
23 arose in San Francisco County and all of the defendants are doing or did business in San Francisco
24 County, and/or their principal place of business is in San Francisco County, in each case, at the times
25 relevant herein. See Govt. Code § 12965(b) (stating venue is appropriate in, inter alia, any county in the
26 state in which the unlawful practice is alleged to have been committed).

6. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of interest and costs.

III.

FACTUAL ALLEGATIONS

7. The Company is a live animal butcher service.

8. Plaintiff was hired in or about October 2019 as a chicken cleaner. As a chicken cleaner, Plaintiff's responsibilities included charging customers, preparing the chickens, and slaughtering the chickens. Plaintiff earned \$12.00 per hour and worked approximately 60 to 70 hours per week. From in or about October 2019 to February 2021, Plaintiff worked six days a week. From in or about March 2021 to on or about September 6, 2021, Plaintiff worked five days a week.

9. During her time at the Company, Plaintiff was subjected to various wage-and-hour violations. First, the Company failed to pay Plaintiff overtime when she worked over eight hours per day or 40 hours per week. Second, Plaintiff was not paid the minimum wage for workers in San Francisco County. Per the San Francisco County Minimum Wage Ordinance, the minimum wage for employees was \$15.59 per hour from July 1, 2019, to June 30, 2020; \$16.07 per hour from July 1, 2020, to June 30, 2021; and \$16.32 per hour from July 1, 2021, to June 30, 2022. *See* Office of Labor Standards Enforcement, San Francisco: Minimum Wage Ordinance, *available at* <https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee>. In violation of that ordinance, Plaintiff was only paid \$12.00 per hour from in or about October 2019 to in or about May 2021. Plaintiff was then paid \$13.00 per hour from in or about June 2021 to on or about September 6, 2021. Third, Plaintiff did not receive rest breaks for every four hours worked during the entirety of her employment at the Company. Instead, Plaintiff was only occasionally allowed to take a single five-minute break for every shift she worked, and on other occasions these rest periods were not provided to Plaintiff at all. Fourth, from in or about October 2019 to in or about January 2020, Plaintiff only received a 20-minute meal period. From in or about February 2020 to in or about February 2021, Plaintiff received a 30-minute meal period. From in or about March 2021 to on or about September 6, 2021, Plaintiff was not allowed

1 to take an uninterrupted 30-minute meal period as she was required to take her lunch in the office while
2 she continued to work.

3 10. Notably, Plaintiff complained about the Company's wage-and-hour violations, to no
4 avail. By way of example, in or about May 2021, Plaintiff went to a manager at the Company named
5 Mohammad Hasan ("Hasan") and complained about not being paid the minimum wage for San Francisco
6 County. Hasan told Plaintiff that the Company does not pay its employees the San Francisco County
7 minimum wage because the Company pays its employees in cash. Additionally, Hasan excused the
8 Company's behavior by saying it had bills to pay like water, electricity, and gas.

9 11. During her time at the Company, Plaintiff was also subjected to physical harassment on
10 the basis of her sex and/or gender. In or about March 2020, a chicken cleaner by the name of Nafaa
11 Almurese approached Plaintiff from behind while grasping a knife in his hand. After he had his hands
12 around Plaintiff, Almurese dropped the knife and proceeded to grope Plaintiff's breasts. Plaintiff
13 struggled to get Almurese off of her and told Almurese that if he did not get off of her, she was going to
14 tell Hameza Mused ("Mused"), one of the owners of the Company, about the incident. Almurese then
15 stepped away from Plaintiff. Plaintiff then went to Mused that same day and told him about the incident.
16 Mused was upset about Plaintiff's report and told Plaintiff he was going to fire Almurese after a week.
17 While Mused did ultimately terminate Almurese, Plaintiff was still made to work alongside her attacker
18 for approximately one week.

19 12. On or about September 1, 2021, Plaintiff began to develop laryngitis due to her allergies
20 and lost her voice. On or about September 2, 2021, Plaintiff went into work for approximately 15
21 minutes. However, Plaintiff did not feel well. She therefore called Hasan to inform him that she was sick
22 and wanted to go home to rest. Hasan told Plaintiff that was fine, and he would have someone from the
23 Oakland location cover for her. On or about September 3, 2021, Plaintiff texted Hasan that she did not
24 feel well and was going to go to the doctor. Plaintiff added that she would be back at work when she felt
25 better. Hasan agreed and told Plaintiff she could return when she felt better. Plaintiff was unaware of the
26 Company's sick leave or vacation policy because, to Plaintiff's knowledge, employees were not granted
27 sick leave or vacation. Employees were just expected to work. On or about September 5, 2021, Hasan
28

1 texted Plaintiff, "Peach tomorrow at 6 o'clock." Plaintiff was unsure what Hasan meant by "peach" but
2 assumed he was referring to her as "bitch." Plaintiff therefore did not respond to Hasan's message but
3 sent a text message to her coworker from Oakland, Juan ("last name unknown"), asking if he could
4 please inform Hasan that she was still sick and therefore could not return to work. On or about Monday,
5 September 6, 2021, Hasan sent Plaintiff an audio message stating, "Marlena thank you for your help. No
6 problem take your time. Tomorrow and after tomorrow and the weekend is okay. Not the month. No
7 problem." Plaintiff assumed that this message meant she had been terminated from the Company.
8 Plaintiff therefore responded, "I'm sorry, Mohamed, I'm still seriously wrong and you have seen it when
9 I come to ask for money and if you don't want to give me more work this week it's fine, I'm looking
10 elsewhere but for the record, I let you know and you knew that I was sick." Hasan responded aggressively
11 via audio message:

12 You can't just tell me that you need to be told me first that I am not going to come today
13 I am tired. I am doing something. I have emergency. That is what you got to do. You got
14 to say if you can come today yes or no. Why you no tell me or ask me. I am not sad for
15 you not coming. I am not sad for the first one why don't you told me. The other one is
16 not big deal. You are tired. You are not coming. It is not big deal.

17 13. Plaintiff responded back via text message, "Look Mohamed, relax, you know that I'm
18 sick, I told you that if I was fine I would arrive but I'm not well and if you don't want to understand, ok,
19 we'll see you with human resources because you can't make me work when I'm sick."

20 14. On or about September 8, 2021, Plaintiff texted Mused and told him Hasan did not want
21 her to return to work. Mused texted back that he did not know that Plaintiff had not been allowed to
22 return to work because Hasan had just informed him that Plaintiff was on vacation. Plaintiff told Mused
23 that she had not been on vacation but had been sick. Hasan then texted Plaintiff:

24 Marlena, why did you tell Hameza that I called you on Monday to take you a week off
25 until you wake up from illness? I told you to take a vacation and relax until you recover.
26 I didn't get you out of your job, I just gave you a vacation until you recover and get back
27 to work. Id you really want your job, stop for lunch, no problem.

28 15. On or about September 13, 2021, Plaintiff called Hasan and asked if she could return to
work because she needed the money. Hasan responded, "Yes, you can come to work." Plaintiff arrived
around 10:00 a.m. on or about September 13, 2021. Later that day, Plaintiff saw Mused and asked to
speak with him. Here, Plaintiff again told Mused that she had not been into work because she was sick,

1 and that Hasan had told her he no longer needed her help. Mused told Plaintiff that Hasan was crazy and
2 instructed her to speak to him next time. Plaintiff then told Mused that she was only making \$12.00 per
3 hour and felt that this was unfair because she had been working for the Company for two years. Mused
4 informed Plaintiff that he was leaving the country, but she should speak to a supervisor named Ahmed
5 (“last name unknown”) regarding this issue. Plaintiff then returned to work on or about September 15,
6 20221 and spoke with Ahmed. Plaintiff informed him that she wanted to be paid more because she only
7 earned \$12.00 per hour and the minimum wage in San Francisco was \$16.00 per hour. Ahmed then told
8 Plaintiff, “Okay we can pay you \$14.00 per hour.” Plaintiff stated, “No, that is not enough money.”
9 Ahmed then countered with \$14.50 per hour. Plaintiff responded, “\$14.50 is not enough. I want \$16.00.
10 That is the minimum wage in San Francisco, and I have worked here for two years.” Ahmed then told
11 Plaintiff, “I am sorry we have bills to pay, and we need to pay the other workers as well.” Hasan had
12 been eavesdropping on the conversation and decided to interject by stating to Plaintiff, “We are not going
13 to pay you \$16.00 per hour.”

14 16. After this conversation on or about September 13, 2021, Plaintiff did not return to work
15 because she did not want to continue working in an environment plagued with wage-and-hour violations,
16 violation of the Fair Employment and Housing Act, and violation of California’s sick leave laws. On or
17 about September 20, 2021, Hasan called Plaintiff and asked her to come into work; for the foregoing
18 reasons, Plaintiff refused.

19 IV.

20 EXHAUSTION OF ADMINISTRATIVE REMEDIES

21 17. Prior to the initiation of this lawsuit, Plaintiff filed a complaint against each named
22 Defendant with the California Department of Fair Employment and Housing (“DFEH”) pursuant to
23 section 12900 et seq. of the California Government Code, alleging the claims described in this
24 Complaint. On November 2, 2021, the DFEH issued a “right to sue” letter. True and correct copies of
25 the administrative complaint and the “right to sue” letter are attached hereto collectively as **Exhibit A**.
26 All conditions precedent to the institution of this lawsuit have been fulfilled. This action is filed within
27 one year of the date that the DFEH issued its right to sue letter.
28

18. Prior to the initiation of this lawsuit, on November 2, 2021, Plaintiff filed a notice online with the California Labor and Workforce Development Agency (“LWDA”) pursuant to the Private Attorneys General Act (“PAGA”), as well as a filing fee of \$75, alleging the claims described in this Complaint. The LWDA did not notify Plaintiff with notice as to whether it intended to investigate the alleged violations within 60 calendar days of the postmark date of the PAGA notice, nor was notice provided within 65 calendar days of the postmark date of the PAGA notice. As such, Plaintiff may commence a civil action pursuant to Labor Code section 2699. *See* Lab. Code § 2699.3(2)(A). On November 2, 2021, Plaintiff sent a copy of the PAGA notice via certified mail to the Company. True and correct copies of the PAGA notice and proof of mailing by certified mail are attached hereto collectively as **Exhibit B**. All conditions precedent to the institution of this lawsuit have been fulfilled.

V.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime in Violation of Labor Code § 510)

(On Behalf of Plaintiff Against the Company)

19. Plaintiff realleges and incorporates by reference paragraphs 1-18, inclusive, of this First Amended Complaint as though fully set forth herein.

20. Pursuant to Labor Code section 510, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” Lab. Code § 510(a).

21. Pursuant to Labor Code section 1194, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” Lab. Code § 1194(a).

22. As set forth above, Plaintiff was not paid overtime for hours worked in excess of eight hours in one workday and 40 hours in one workweek. As such, Plaintiff is entitled to the unpaid balance of the full amount of her overtime compensation, including interest thereon. *See* Cal. Lab. Code § 1194(a).

23. Plaintiff is entitled to reasonable attorneys' fees and costs. *See* Cal. Lab. Code § 1194(a).

VI.

SECOND CAUSE OF ACTION

(Failure to Pay Earned Wages in Violation of Labor Code §§ 201, 202)

(On Behalf of Plaintiff Against the Company)

24. Plaintiff realleges and incorporates by reference paragraphs 1-23, inclusive, of this First Amended Complaint as though fully set forth herein.

25. Pursuant to Labor Code section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Cal. Lab. Code § 201(a).

26. Pursuant to Labor Code section 202, "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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." Cal. Lab. Code § 202(a).

27. Pursuant to Labor Code section 218, "Nothing in this article shall limit the right of any wage Plaintiff to sue directly or through an assignee for any wages or penalty due him under this article." Cal. Lab. Code § 218.

28. Pursuant to Labor Code section 203, "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201 [and] 202 . . . 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." Cal. Lab. Code § 203(a).

29. As set forth in greater detail above, the Company failed to pay Plaintiff wages for all time worked during her employment, and has failed to do so through the present date. The willful failure of the Company to timely pay Plaintiff such amounts entitles her to (a) the wages earned and unpaid at the time of discharge or quitting pursuant to Labor Code sections 201 and/or 202, and (b) waiting time penalties pursuant to Labor Code section 203 in the amount of her daily wages for each day unpaid, up to 30 days.

30. Plaintiff is entitled to reasonable attorneys' fees and costs. *See* Cal. Lab. Code §§ 218.5(a), 1194(a).

VII.

THIRD CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code § 1197.1)

(On Behalf of Plaintiff Against the Company)

31. Plaintiff realleges and incorporates by reference paragraphs 1-30, inclusive, of this First Amended Complaint as though fully set forth herein.

32. As set forth in greater detail above, Plaintiff was not compensated for all of her actual hours worked. Because the Company did not compensate Plaintiff for this time at all, it paid Plaintiff "a wage less than the minimum fixed by an applicable state or local law." Lab. Code § 1197.1(a).

33. Pursuant to Labor Code section 1197.1:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated

1 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to
2 Section 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
4 203, recovered pursuant to this section shall be paid to the affected employee.”

5 Lab. Code § 1197.1(a). Accordingly, Plaintiff may seek civil penalties, restitution of wages, and
6 liquidated damages.

7 34. Pursuant to Labor Code section 1194, “Notwithstanding any agreement to work for a
8 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
9 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
10 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
11 attorney’s fees, and costs of suit.” Lab. Code § 1194(a). Accordingly, Plaintiff may seek the unpaid
12 balance of the full amount of her unpaid minimum wage compensation, including interest thereon,
13 reasonable attorney’s fees, and costs of suit. *See id.*

14 35. Pursuant to Labor Code section 1194.2, “In any action under Section . . . 1197.1 to recover
15 wages because of the payment of a wage less than the minimum wage fixed by an order of the
16 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount
17 equal to the wages unlawfully unpaid and interest thereon.” Lab. Code § 1194.2(a). Accordingly, Plaintiff
18 may seek liquidated damages and interest. *See id.*

19 36. Plaintiff is entitled to reasonable attorneys’ fees and costs. *See* Cal. Lab. Code §§
20 218.5(a); 1194(a).

21 **VIII.**

22 **FOURTH CAUSE OF ACTION**

23 **(Failure to Provide Rest Periods in Violation of Labor Code § 226.7)**

24 **(On Behalf of Plaintiff Against the Company)**

25 37. Plaintiff realleges and incorporates by reference paragraphs 1-36, inclusive, of this First
26 Amended Complaint as though fully set forth herein.

27 38. Industrial Welfare Commission Wage Order No. 4, section 12, provides: “(A) Every
28 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
be in the middle of each work period. The authorized rest period shall be based on the total hours worked

1 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. . . . (B) If
2 an employer fails to provide an employee a rest period in accordance with the applicable provisions of
3 this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
4 compensation for each work day that the rest period is not provided."

5 39. Labor Code section 226.7 provides: "If an employer fails to provide an employee a meal
6 period or rest or recovery period in accordance with a state law, including, but not limited to, an
7 applicable order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
8 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
9 additional hour of pay at the employer's regular rate of compensation for each work day that the meal or
10 rest or recovery period is not provided." Lab. Code § 226.7.

11 40. As set forth above, the Company routinely forced Plaintiff to work without a rest period
12 for every four hours worked or major fraction thereof. As such, Plaintiff is owed compensation in the
13 amount of one additional hour's worth of pay for each workday in which she missed a rest period.

14 IX.

15 **FIFTH CAUSE OF ACTION**

16 **(Failure to Provide Meal Periods in Violation of Labor Code § 226.7)**

17 **(By Plaintiff Against the Company)**

18 41. Plaintiff realleges and incorporates by reference paragraphs 1-40, inclusive, of this First
19 Amended Complaint as though fully set forth herein.

20 42. Labor Code section 512 provides, "An employer shall not employ an employee for a work
21 period of more than five hours per day without providing the employee with a meal period of not less
22 than 30 minutes." Lab. Code § 512(a).

23 43. Industrial Welfare Commission Wage Order No. 4, section 11, provides: (A) No employer
24 shall employ any person for a work period of more than five (5) hours without a meal period of not less
25 than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's
26 work the meal period may be waived by mutual consent of the employer and the employee. . . . (C)
27 Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be
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1 considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be
2 permitted only when the nature of the work prevents an employee from being relieved of all duty and
3 when by written agreement between the parties and on-the-job paid meal period is agreed to. . . . (D) If
4 an employer fails to provide an employee a meal period in accordance with the applicable provisions of
5 this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
6 compensation for each workday that the meal period is not provided.”

7 44. Labor Code section 226.7 provides: “If an employer fails to provide an employee a meal
8 period or rest or recovery period in accordance with a state law, including, but not limited to, an
9 applicable order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
10 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
11 additional hour of pay at the employer’s regular rate of compensation for each work day that the meal or
12 rest or recovery period is not provided.” Lab. Code § 226.7.

13 45. As set forth above, during the course of her employment with the Company, Plaintiff was
14 consistently not provided with meal periods for every five hours worked and was not compensated
15 therefor.

16 46. Plaintiff is owed compensation in the amount of one additional hour’s worth of pay for
17 each workday in which she missed a meal period.

18 47. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
19 Court.

20 **X.**

21 **SIXTH CAUSE OF ACTION**

22 **(Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code § 226)**

23 **(On Behalf of Plaintiff Against the Company)**

24 48. Plaintiff realleges and incorporates by reference paragraphs 1-47, inclusive, of this First
25 Amended Complaint as though fully set forth herein.

26 49. Employers are required by Labor Code section 226(a) to furnish accurate itemized wage
27 statements semimonthly, or at the time of each payment of wages, which show “(1) gross wages earned,
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1 (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-
2 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided that all deductions made on written orders of the employee may be aggregated and
4 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
5 paid, (7) the name of the employee and only the last four digits of his or her social security number or
6 an employee identification number other than a social security number, (8) the name and address of the
7 legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision
8 (b) of Section 1682, the name and address of the legal entity that secured the services of the employer,
9 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee.”

11 50. Pursuant to Labor Code section 226(e), “[a]n employee suffering injury as a result of a
12 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
13 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
14 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed
15 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
16 attorney’s fees.” Cal. Lab. Code § 226(e)(1).

17 51. The Company knowingly and intentionally failed to furnish accurate itemized wage
18 statements to Plaintiff in accordance with Labor Code section 226(a). Accordingly, Plaintiff is entitled
19 to the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
20 occurred and one hundred dollars (\$100) for each violation in a subsequent pay period, not to exceed an
21 aggregate penalty of four thousand dollars (\$4,000). *See* Cal. Lab. Code § 226(e)(1).

22 52. Plaintiff is entitled to reasonable attorneys’ fees and costs. *See* Cal. Lab. Code § 226(e)(1).

1 **XI.**

2 **SEVENTH CAUSE OF ACTION**

3 **(Violation of Labor Code § 233)**

4 **(On Behalf of Plaintiff Against the Company)**

5 53. Plaintiff realleges and incorporates by reference paragraphs 1-52, inclusive, of this First
6 Amended Complaint as though fully set forth herein.

7 54. Pursuant to Labor Code section 233, “An employer shall not deny an employee the right
8 to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate
9 against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness
10 or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section
11 246.5.” Cal. Lab. Code § 233(c).

12 55. Pursuant to Labor Code section 246.5(a), “Upon the oral or written request of an
13 employee, an employer shall provide paid sick days for the following purposes: (1) Diagnosis, care, or
14 treatment of an existing health condition of, or preventive care for, an employee or an employee's family
15 member.” Cal. Lab. Code § 246.5(a)(1).

16 56. As set forth above, the Company denied Plaintiff her right to use sick leave, and further
17 discharged, threatened to discharge, demoted, suspended, and otherwise discriminated against Plaintiff
18 for using, or attempting to exercise the right to use, sick leave to attend to her own illness and/or health
19 condition. Accordingly, the Company violated Labor Code section 233. *See* Lab. Code § 233(c).

20 57. Plaintiff is entitled to reinstatement and actual damages or one day’s pay, whichever is
21 greater, as well as appropriate equitable relief. *See* Cal. Lab. Code § 233(d).

22 58. Plaintiff is entitled to reasonable attorney’s fees and costs. *See* Cal. Lab. Code § 233(e).

23 59. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this
24 court.

1 XII.

2 **EIGHTH CAUSE OF ACTION**

3 **(Retaliation in Violation of Labor Code § 1102.5)**

4 **(On Behalf of Plaintiff Against the Company)**

5 60. Plaintiff realleges and incorporates by reference paragraphs 1-59, inclusive, of this First
6 Amended Complaint as though fully set forth herein.

7 61. Labor Code section 1102.5(b) prohibits an employer from retaliating against an employee
8 for “disclosing information . . . to a person with authority over the employee . . . if the employee has
9 reasonable cause to believe the information discloses a violation of state or federal statute, or a violation
10 of or noncompliance with a local, state, or federal rule or regulation.” Cal. Lab. Code § 1102.5(b).

11 62. As described in greater detail above, Plaintiff repeatedly disclosed information that she
12 had reasonable cause to believe constituted a violation of state or federal law including, but not limited
13 to, Labor Code § 1197.1 (“Payment of less than minimum wage . . .”); the San Francisco County
14 Minimum Wage Ordinance (*see* Office of Labor Standards Enforcement, San Francisco: Minimum Wage
15 Ordinance, *available at* [https://sfgov.org/olse/historical-wage-rates-definition-government-supported-](https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee)
16 [employee](https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee)); the Fair Employment and Housing Act (“Govt. Code § 12940 et seq.”); Labor Code §§ 201,
17 202 (“Failure to Pay Earned Wages”); Labor Code § 246.5(c)(1) (“Failure to Pay Paid Sick Leave”); and
18 Labor Code § 233 (“Sick leave . . .”).

19 63. In response, the Company created a hostile work environment that collectively
20 constituted “a series of subtle, yet damaging, injuries” (*Yanowitz v. L’Oreal USA, Inc.*, 36 Cal. 4th 1028,
21 1055 (2005)), denied Plaintiff her rights under the Labor Code, denied Plaintiff her rights under
22 California’s sick leave laws, and constructively terminated Plaintiff’s employment. The Company’s
23 conduct therefore constituted unlawful retaliation on account of Plaintiff’s protected activity in violation
24 of Labor Code section 1102.5(b).

25 64. As a proximate result of Defendant’s conduct, Plaintiff suffered and continues to suffer
26 damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
27 proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
28

nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

65. In engaging in the foregoing conduct, Defendant acted with malice, oppression, and/or fraud. The malice, oppression, and/or fraud was conduct of one or more officers, directors, or managing agents of Defendant, who acted on behalf of Defendant. Further, an officer, director, or managing agent of Defendant had advance knowledge of the unfitness of such persons and employed them with a knowing disregard of the rights or safety of others. Further, the conduct constituting malice, oppression, or fraud was authorized by one or more officers, directors, or managing agents of Defendant. Further, one or more officers, directors, or managing agents of Defendant knew of the conduct constituting malice, oppression, and/or fraud and adopted or approved that conduct after it occurred. Defendant's conduct constituted malice in that it acted with an intent to cause injury, or its conduct was despicable and was done with a willful and knowing disregard of the rights or safety of another. Defendant's conduct constituted oppression in that its conduct was despicable and subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights. Defendant's conduct constituted fraud in that it intentionally misrepresented or concealed a material fact and did so intending to harm Plaintiff.

66. Plaintiff is entitled to a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of Labor Code section 1102.5. *See* Lab. Code § 1102.5(f).

67. Plaintiff is entitled to reasonable attorney's fees and costs. *See* Lab. Code § 1102.5(j).

XIII.

NINTH CAUSE OF ACTION

(Violation of the CFRA, Govt. Code § 12945.2)

(On Behalf of Plaintiff Against the Company)

68. Plaintiff realleges and incorporates by reference paragraphs 1-67, inclusive, of this First Amended Complaint as though fully set forth herein.

1 69. Pursuant to Government Code section 12945.2, “It shall be an unlawful employment
2 practice for an employer to interfere with, restrain, or deny the exercise of, or the attempt to exercise,
3 any right provided under this section.” Cal. Govt. Code § 12945.2(t).

4 70. Pursuant to California Code of Regulations section 11094, “CFRA’s prohibition against
5 ‘interference’ prohibits an employer from discriminating or retaliating against an employee or
6 prospective employee for having exercised or attempted to exercise CFRA rights . . . [E]mployers cannot
7 use the taking of CFRA leave as a negative factor in employment actions, such as hiring, promotions or
8 disciplinary actions; nor can CFRA leave be counted against an employee under an employer’s
9 attendance policies.” Cal. Code. Reg. § 11094(b). Additionally, “All individuals, and not merely
10 employees who are CFRA-qualified, are protected from retaliation for opposing (e.g., filing a complaint
11 about) any practice that is unlawful under CFRA. They are similarly protected if they oppose any practice
12 that they reasonably believe to be a violation of CFRA or its implementing regulations.” *Id.* § 11094(d).

13 71. The California Code of Regulations further provides, “an employee shall provide at
14 least verbal notice sufficient to make the employer aware that the employee needs CFRA . . . leave,
15 and the anticipated timing and duration of the leave. The employee need not expressly assert rights
16 under CFRA, . . . or even mention CFRA, . . . to meet the notice requirement; however, the employee
17 must state the reason the leave is needed, such as, for example, the expected birth of a child or for
18 medical treatment. . . . The employer should inquire further of the employee if necessary to determine
19 whether the employee is requesting CFRA or NPLA leave and to obtain necessary information
20 concerning the leave (i.e., commencement date, expected duration, and other permissible
21 information).” Cal. Code Regs. tit. 2, § 11091.

22 72. The Company interfered with, restrained, or denied the exercise of, or the attempt to
23 exercise, Plaintiff’s rights under the CFRA. Specifically, Plaintiff was not given notice of her rights under
24 the CFRA, was encouraged to forego medical leave, and the Company constructively terminated
25 Plaintiff’s employment.

26 73. As a result of the Company’s conduct, Plaintiff has suffered and will continue to suffer
27 damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to proof.
28

1 Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
2 nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
3 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

4 74. In engaging in the foregoing conduct, the Company acted with malice, oppression, and/or
5 fraud. The malice, oppression, and/or fraud was conduct of one or more officers, directors, or managing
6 agents of the Company, who acted on behalf of the Company. Further, an officer, director, or managing
7 agent of the Company had advance knowledge of the unfitness of such persons and employed them with
8 a knowing disregard of the rights or safety of others. Further, the conduct constituting malice, oppression,
9 or fraud was authorized by one or more officers, directors, or managing agents of the Company. Further,
10 one or more officers, directors, or managing agents of the Company knew of the conduct constituting
11 malice, oppression, and/or fraud and adopted or approved that conduct after it occurred. Defendant's
12 conduct constituted malice in that it acted with an intent to cause injury, or its conduct was despicable
13 and was done with a willful and knowing disregard of the rights or safety of another. Defendant's conduct
14 constituted oppression in that its conduct was despicable and subjected Plaintiff to cruel and unjust
15 hardship in knowing disregard of her rights. Defendant's conduct constituted fraud in that it intentionally
16 misrepresented or concealed a material fact and did so intending to harm Plaintiff.

17 75. Pursuant to Government Code section 12965, "In civil actions brought under this
18 section, the court, in its discretion, may award to the prevailing party, including the department,
19 reasonable attorney's fees and costs, including expert witness fees." Govt. Code § 12965(b).
20 Accordingly, Plaintiff is entitled to an award of attorneys' fees and costs.

21 **XIV.**

22 **TENTH CAUSE OF ACTION**

23 **(Constructive Termination in Violation of Public Policy)**

24 **(On Behalf of Plaintiff Against the Company)**

25 76. Plaintiff realleges and incorporates by reference paragraphs 1-75, inclusive, of this First
26 Amended Complaint as though fully set forth herein.

27 77. Plaintiff was employed by the Company.

1 78. The Company violated numerous important and well-established public policies as set
2 forth in various state statutes and provisions including, but not limited to, California's wage-and-hour
3 laws, Labor Code sections 233, 246.5, and 1102.5, the CFRA (Government Code section 12945.2), and
4 the Fair Employment and Housing Act (Government Code section 12940 et seq.).

5 79. The Company's conduct was so intolerable that a reasonable person in Plaintiff's
6 position would have had no reasonable alternative except to resign.

7 80. As a proximate result of Defendant's conduct, Plaintiff suffered and continues to suffer
8 damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss according to
9 proof. Plaintiff has also suffered and will continue to suffer physical and emotional injuries, including
10 nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue,
11 and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

12 81. In engaging in the foregoing conduct, Defendant acted with malice, oppression, and/or
13 fraud. The malice, oppression, and/or fraud was conduct of one or more officers, directors, or
14 managing agents of Defendant, who acted on behalf of Defendant. Further, an officer, director, or
15 managing agent of Defendant had advance knowledge of the unfitness of such persons and employed
16 them with a knowing disregard of the rights or safety of others. Further, the conduct constituting
17 malice, oppression, or fraud was authorized by one or more officers, directors, or managing agents of
18 Defendant. Further, one or more officers, directors, or managing agents of Defendant knew of the
19 conduct constituting malice, oppression, and/or fraud and adopted or approved that conduct after it
20 occurred. Defendant's conduct constituted malice in that it acted with an intent to cause injury, or its
21 conduct was despicable and was done with a willful and knowing disregard of the rights or safety of
22 another. Defendant's conduct constituted oppression in that its conduct was despicable and subjected
23 Plaintiff to cruel and unjust hardship in knowing disregard of her rights. Defendant's conduct
24 constituted fraud in that it intentionally misrepresented or concealed a material fact and did so
25 intending to harm Plaintiff.

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XV.

ELEVENTH CAUSE OF ACTION

(Penalties Pursuant to the Private Attorneys General Act)

(On Behalf of Plaintiff and Other Aggrieved Employees Against the Company)

82. Plaintiff realleges and incorporates by reference paragraphs 1-81, inclusive, of this First Amended Complaint as though fully set forth herein.

83. Pursuant to Labor Code section 2699(a), “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

84. Pursuant to Labor Code section 2699(f), “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars (\$500). (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Cal. Lab. Code § 2699(f)(1)-(2).

85. Plaintiffs and other aggrieved employees are entitled to penalties for the following violations:

VIOLATION	STATUTORY AUTHORITY	APPLICABLE PENALTY
Failure to Provide Rest Periods	Labor Code § 226.7	\$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation. <i>See</i> Cal. Lab. Code § 2699(f)(2).
Failure to Provide Meal Periods	Labor Code §§ 226.7, 512	\$100 for each aggrieved employee per pay period for the

VIOLATION	STATUTORY AUTHORITY	APPLICABLE PENALTY
		initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation. <i>See</i> Cal. Lab. Code § 2699(f)(2).
Failure to Pay Minimum Wages	Labor Code §§ 1194, 1197, 1197.1	\$100 for each underpaid employee for each pay period for which the employee is underpaid, and \$250 for each underpaid employee for each pay period for which the employee is underpaid. <i>See</i> Cal. Lab. Code § 1197.1(a)(1)-(2).
Failure to Pay Overtime Wages	Labor Code §§ 510, 1194	\$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation. <i>See</i> Cal. Lab. Code § 2699(f)(2).
Failure to Pay Earned Wages	Labor Code §§ 201, 202, 203	\$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation. <i>See</i> Cal. Lab. Code § 2699(f)(2).
Failure to Provide Accurate Itemized Wage Statements	Labor Code § 226	\$250 per employee per violation in an initial citation, and \$1,000 per employee for each violation in a subsequent citation. <i>See</i> Cal. Lab. Code § 226.3.

86. Plaintiffs are entitled to reasonable attorneys' fees and costs. *See* Cal. Lab. Code § 2699(g)(1).

XVI.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendant, and each of them, in an amount according to proof but estimated to be no less than \$1,000,000 as follows:

As to All Causes of Action:

1. For general, special, and compensatory damages, including emotional distress damages, according to proof on each cause of action for which such damages are available.

2. For punitive and exemplary damages, according to proof on each cause of action for which such damages are available.

3. For injunctive relief that the Court deems proper and just.

4. For prejudgment interest and post-judgment interest according to law.

5. For reasonable attorneys' fees incurred in this action pursuant to Labor Code sections 218.5(a), 226(e)(1), 233(e), 1102.5(j), 1194(a), 2699(g)(1), and Government Code section 12965(b).

6. For costs of suit incurred in this action.

7. For such other and further relief that the Court deems proper and just.

As to First Cause of Action:

8. For the unpaid balance of the full amount of Plaintiff's overtime compensation, including interest thereon, pursuant to Labor Code section 1194(a).

9. For reasonable attorneys' fees incurred in this action pursuant to Labor Code section 1194(a).

10. For costs of suit incurred in this action pursuant to Labor Code section 1194(a).

As to Second Cause of Action:

11. For wages earned and unpaid at the time of discharge pursuant to Labor Code sections 201 and 202.

12. For waiting time penalties pursuant to Labor Code section 203(a).

13. For reasonable attorneys' fees incurred in this action pursuant to Labor Code section 218.5(a).

14. For costs of suit incurred in this action pursuant to Labor Code section 218.5(a).

As to Third Cause of Action:

15. For civil penalties, restitution of wages, and liquidated damages pursuant to Labor Code section 1197.1(a).

1 16. For interest pursuant to Labor Code section 1194.2(a).

2 17. For reasonable attorneys' fees incurred in this action pursuant to Labor Code section
3 218.5(a) and 1194(a).

4 18. For costs of suit incurred in this action pursuant to Labor Code section 218.5(a) and
5 1194(a).

6 **As to Fourth Cause of Action:**

7 19. For one additional hour of pay at Plaintiff's regular rate of compensation for each work
8 day that the meal or rest or recovery period was not provided pursuant to Labor Code section 226.7.

9 **As to Fifth Cause of Action:**

10 20. For one additional hour of pay at Plaintiff's regular rate of compensation for each work
11 day that the meal or rest or recovery period was not provided pursuant to Labor Code section 226.7.

12 **As to Sixth Cause of Action:**

13 21. For penalties pursuant to Labor Code section 226(e)(1).

14 22. For reasonable attorneys' fees incurred in this action pursuant to Labor Code section
15 226(e)(1).

16 23. For costs of suit incurred in this action pursuant to Labor Code section 226(e)(1).

17 **As to Seventh Cause of Action:**

18 24. For reinstatement and actual damages or one day's pay, whichever is greater, and to
19 appropriate equitable relief pursuant to Labor Code section 233(d).

20 25. For reasonable attorney's fees and costs pursuant to Labor Code section 233(e).

21 **As to Eighth Cause of Action:**

22 26. For a civil penalty not exceeding \$10,000 pursuant to Labor Code section 1102.5(f).

23 27. For reasonable attorneys' fees and costs pursuant to Labor Code section 1102.5(j).

24 **As to Ninth Cause of Action:**

25 28. For reasonable attorneys' fees and costs pursuant to Government Code section 12965(b).

26 **As to Eleventh Cause of Action:**

27 29. For penalties pursuant to California Labor Code section 2699(f)(2).

1 30. For reasonable attorneys' fees incurred in this action pursuant to California Labor Code
2 section 2699(g)(1).

3 31. For costs of suit incurred in this action pursuant to California Labor Code section
4 2699(g)(1).

5
6 Dated: January 6, 2022

MOSER LEGAL, PC
CADRY LAW GROUP, PC

7
8 By: 
9 JANA M. MOSER
 RYAN S. CADRY

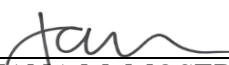
10 Attorneys for Plaintiff
11 ELEXIS ARIAS

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff Elexis Arias hereby demands a trial by jury on all causes of action alleged herein in the
3 First Amended Complaint for Damages.

4 Dated: January 6, 2022

MOSER LEGAL, PC
CADRY LAW GROUP, PC

6 By: 
7 JANA M. MOSER
RYAN S. CADRY

8 Attorneys for Plaintiff
9 ELEXIS ARIAS

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfefh.ca.gov

November 2, 2021

Jana Moser
555 West Fifth Street, 35th Floor
Los Angeles, CA 90013

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202111-15264402
Right to Sue: Arias / Saba Live Poultry, Inc.

Dear Jana Moser:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

November 2, 2021

RE: **Notice of Filing of Discrimination Complaint**

Dfeh Matter Number: 202111-15264402

Right to Sue: Arias / Saba Live Poultry, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

November 2, 2021

Elexis Arias
1224 Revere Ave.
San Francisco, CA 94124

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202111-15264402
Right to Sue: Arias / Saba Live Poultry, Inc.

Dear Elexis Arias:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective November 2, 2021 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Elexis Arias

DFEH No. 202111-15264402

Complainant,

vs.

Saba Live Poultry, Inc.
845 Kennedy St.
Oakland, CA 94606

Respondents

1. Respondent **Saba Live Poultry, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Elexis Arias**, resides in the City of **San Francisco**, State of **CA**.

3. Complainant alleges that on or about **September 13, 2021**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical or mental), family care or medical leave (cfra) and as a result of the discrimination was forced to quit, reprimanded, denied any employment benefit or privilege, denied reasonable accommodation for a disability, denied family care or medical leave (cfra).

Complainant experienced retaliation because complainant requested or used family care or medical leave (cfra) and as a result was forced to quit, reprimanded, denied any employment benefit or privilege, denied reasonable accommodation for a disability, denied family care or medical leave (cfra).

Additional Complaint Details: The Company is a live animal butcher service. Plaintiff was hired in or about October 2019 as a chicken cleaner. As a chicken cleaner, Plaintiff's responsibilities included charging customers, preparing the chickens, and

1 slaughtering the chickens. Plaintiff earned \$12.00 per hour and worked approximately 60 to
2 70 hours per week. From in or about October 2019 to February 2021, Plaintiff worked six
3 days a week. From in or about March 2021 to on or about September 6, 2021, Plaintiff
4 worked five days a week.
5 During her time at the Company, Plaintiff was subjected to various wage-and-hour
6 violations. First, the Company failed to pay Plaintiff overtime when she worked over eight
7 hours per day or 40 hours per week. Second, Plaintiff was not paid the minimum wage for
8 workers in San Francisco County. Per the San Francisco County Minimum Wage
9 Ordinance, the minimum wage for employees was \$15.59 per hour from July 1, 2019, to
10 June 30, 2020; \$16.07 per hour from July 1, 2020, to June 30, 2021; and \$16.32 per hour
11 from July 1, 2021, to June 30, 2022. See Office of Labor Standards Enforcement, San
12 Francisco: Minimum Wage Ordinance, available at [https://sfgov.org/olse/historical-wage-](https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee)
13 [rates-definition-government-supported-employee](https://sfgov.org/olse/historical-wage-rates-definition-government-supported-employee). In violation of that ordinance, Plaintiff was
14 only paid \$12.00 per hour from in or about October 2019 to in or about May 2021. Plaintiff
15 was then paid \$13.00 per hour from in or about June 2021 to on or about September 6,
16 2021. Third, Plaintiff did not receive rest breaks for every four hours worked during the
17 entirety of her employment at the Company. Instead, Plaintiff was only occasionally allowed
18 to take a single five-minute break for every shift she worked, and on other occasions these
19 rest periods were not provided to Plaintiff at all. Fourth, from in or about October 2019 to in
20 or about January 2020, Plaintiff only received a 20-minute meal period. From in or about
21 February 2020 to in or about February 2021, Plaintiff received a 30-minute meal period.
22 From in or about March 2021 to on or about September 6, 2021, Plaintiff was not allowed to
23 take an uninterrupted 30-minute meal period as she was required to take her lunch in the
24 office while she continued to work.
25 Notably, Plaintiff complained about the Company's wage-and-hour violations, to no avail. By
26 way of example, in or about May 2021, Plaintiff went to a manager at the Company named
27 Mohammad Hasan ("Hasan") and complained about not being paid the minimum wage for
28 San Francisco County. Hasan told Plaintiff that the Company does not pay its employees
the San Francisco County minimum wage because the Company pays its employees in
cash. Additionally, Hasan excused the Company's behavior by saying it had bills to pay like
water, electricity, and gas.
During her time at the Company, Plaintiff was also subjected to physical harassment on the
basis of her sex and/or gender. In or about March 2020, a chicken cleaner by the name of
Nafaa Almurese approached Plaintiff from behind while grasping a knife in his hand. After
he had his hands around Plaintiff, Almurese dropped the knife and proceeded to grope
Plaintiff's breasts. Plaintiff struggled to get Almurese off of her and told Almurese that if he
did not get off of her, she was going to tell Hameza Mused ("Mused"), one of the owners of
the Company, about the incident. Almurese then stepped away from Plaintiff. Plaintiff then
went to Mused that same day and told him about the incident. Mused was upset about
Plaintiff's report and told Plaintiff he was going to fire Almurese after a week. While Mused
did ultimately terminate Almurese, Plaintiff was still made to work alongside her attacker for
approximately one week.
On or about September 1, 2021, Plaintiff began to develop laryngitis due to her allergies and
lost her voice. On or about September 2, 2021, Plaintiff went into work for approximately 15
minutes. However, Plaintiff did not feel well. She therefore called Hasan to inform him that
she was sick and wanted to go home to rest. Hasan told Plaintiff that was fine, and he would

1 have someone from the Oakland location cover for her. On or about September 3, 2021,
2 Plaintiff texted Hasan that she did not feel well and was going to go to the doctor. Plaintiff
3 added that she would be back at work when she felt better. Hasan agreed and told Plaintiff
4 she could return when she felt better. Plaintiff was unaware of the Company's sick leave or
5 vacation policy because, to Plaintiff's knowledge, employees were not granted sick leave or
6 vacation. Employees were just expected to work. On or about September 5, 2021, Hasan
7 texted Plaintiff, "Peach tomorrow at 6 o'clock." Plaintiff was unsure what Hasan meant by
8 "peach" but assumed he was referring to her as "bitch." Plaintiff therefore did not respond to
9 Hasan's message but sent a text message to her coworker from Oakland, Juan ("last name
10 unknown"), asking if he could please inform Hasan that she was still sick and therefore
11 could not return to work. On or about Monday, September 6, 2021, Hasan sent Plaintiff an
12 audio message stating, "Marlena thank you for your help. No problem take your time.
13 Tomorrow and after tomorrow and the weekend is okay. Not the month. No problem."
14 Plaintiff assumed that this message meant she had been terminated from the Company.
15 Plaintiff therefore responded, "I'm sorry, Mohamed, I'm still seriously wrong and you have
16 seen it when I come to ask for money and if you don't want to give me more work this week
17 it's fine, I'm looking elsewhere but for the record, I let you know and you knew that I was
18 sick." Hasan responded aggressively via audio message:
19 You can't just tell me that you need to be told me first that I am not going to come today I am
20 tired. I am doing something. I have emergency. That is what you got to do. You got to say if
21 you can come today yes or no. Why you no tell me or ask me. I am not sad for you not
22 coming. I am not sad for the first one why don't you told me. The other one is not big deal.
23 You are tired. You are not coming. It is not big deal.
24 Plaintiff responded back via text message, "Look Mohamed, relax, you know that I'm sick, I
25 told you that if I was fine I would arrive but I'm not well and if you don't want to understand,
26 ok, we'll see you with human resources because you can't make me work when I'm sick."
27 On or about September 8, 2021, Plaintiff texted Mused and told him Hasan did not want her
28 to return to work. Mused texted back that he did not know that Plaintiff had not been allowed
to return to work because Hasan had just informed him that Plaintiff was on vacation.
Plaintiff told Mused that she had not been on vacation but had been sick. Hasan then texted
Plaintiff:
Marlena, why did you tell Hameza that I called you on Monday to take you a week off until
you wake up from illness? I told you to take a vacation and relax until you recover. I didn't
get you out of your job, I just gave you a vacation until you recover and get back to work. Id
you really want your job, stop for lunch, no problem.
On or about September 13, 2021, Plaintiff called Hasan and asked if she could return to
work because she needed the money. Hasan responded, "Yes, you can come to work."
Plaintiff arrived around 10:00 a.m. on or about September 13, 2021. Later that day, Plaintiff
saw Mused and asked to speak with him. Here, Plaintiff again told Mused that she had not
been into work because she was sick, and that Hasan had told her he no longer needed her
help. Mused told Plaintiff that Hasan was crazy and instructed her to speak to him next time.
Plaintiff then told Mused that she was only making \$12.00 per hour and felt that this was
unfair because she had been working for the Company for two years. Mused informed
Plaintiff that he was leaving the country, but she should speak to a supervisor named
Ahmed ("last name unknown") regarding this issue. Plaintiff then returned to work on or
about September 15, 20221 and spoke with Ahmed. Plaintiff informed him that she wanted

1 to be paid more because she only earned \$12.00 per hour and the minimum wage in San
2 Francisco was \$16.00 per hour. Ahmed then told Plaintiff, "Okay we can pay you \$14.00 per
3 hour." Plaintiff stated, "No, that is not enough money." Ahmed then countered with \$14.50
4 per hour. Plaintiff responded, "\$14.50 is not enough. I want \$16.00. That is the minimum
5 wage in San Francisco, and I have worked here for two years." Ahmed then told Plaintiff, "I
6 am sorry we have bills to pay, and we need to pay the other workers as well." Hasan had
7 been eavesdropping on the conversation and decided to interject by stating to Plaintiff, "We
8 are not going to pay you \$16.00 per hour."

9 After this conversation on or about September 13, 2021, Plaintiff did not return to work
10 because she did not want to continue working in an environment plagued with wage-and-
11 hour violations, violation of the Fair Employment and Housing Act, and violation of
12 California's sick leave laws. On or about September 20, 2021, Hasan called Plaintiff and
13 asked her to come into work; for the foregoing reasons, Plaintiff refused.
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1 VERIFICATION

2 I, **Jana M. Moser**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On November 2, 2021, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Los Angeles, California**
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EXHIBIT B

November 2, 2021

FILED ONLINE

California Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

SENT VIA CERTIFIED MAIL

Saba Live Poultry, Inc.
845 Kennedy St.
Oakland, CA 94606

Re: Ellexis Arias' Notice of Intent to File Lawsuit Seeking Penalties Under The Private Attorneys General Act, Labor Code section 2698 et seq.

Dear Sir or Madam:

Ellexis Arias ("Plaintiff") has retained my firm and Cadry Law Group, PC in connection with her potential lawsuit against her former employer, Saba Live Poultry, Inc. ("Saba"). Plaintiff intends to seek penalties for violations of the California Labor Code, which are recoverable under the Labor Code Private Attorneys General Act of 2004 (the "PAGA"), California Labor Code section 2698 et seq. Plaintiff will be seeking penalties on behalf of herself and other aggrieved or similarly situated employees that worked for Saba in the State of California. Pursuant to California Labor Code section 2699.3(a), this letter constitutes notice of the specific provisions of the Labor Code alleged to have been violated and the facts and theories to support the alleged violations.

Saba is a live animal butcher service. Saba operates in two locations in San Francisco and Oakland. Plaintiff and other aggrieved employees performed work for Saba at both of these locations. Plaintiff and other aggrieved employees were employed by Saba from the beginning of the statute of limitations.

Saba failed (and continues to fail) to pay employees for the overtime they worked over eight hours per day or 40 hours per week. Saba also failed (and continues to fail) to pay employees the minimum wage for workers in California. Per the California Minimum Wage Ordinance, the minimum wage for workers in California for employers with 25 employees or

less was \$12 per hour from January 1, 2020 to December 31, 2020, and \$13 per hour from January 1, 2021 to December 31, 2021. Lab. Code § 1182.12. In violation of that law, employees were only paid \$12.00 per hour from in or about October 2019 to in or about May 2021. Employees were then paid \$13.00 per hour from in or about June 2021 to present. Employees working for Saba were (and continue to be) routinely forced to work without ten-minute rest periods for every four worked or major fraction thereof. Employees were only occasionally allowed to take a single five-minute break for every shift the employees worked. On other occasions these rest periods were not provided to employees at all. Additionally, employees of Saba were (and are) routinely forced to work without uninterrupted meal periods of not less than 30 minutes for work periods exceeding five hours. These meal periods were either not provided at all, or were interrupted. Because employees were forced to work off the clock and/or through their rest and meal periods, they further were not paid minimum wages for all hours worked, overtime wages for all overtime hours worked, and were not provided with accurate itemized wage statements.

The foregoing constitutes a violation of a number of state laws and regulations including, but not limited to, the following:

A. Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 1194

Labor Code section 510 provides, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” Lab. Code § 510(a).

Pursuant to California Labor Code section 1194, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than . . . the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this . . . overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” Lab. Code § 1194(a).

As set forth in greater detail above, during the course of their employment with Saba, Plaintiff and other aggrieved employees were not paid overtime wages for all overtime hours worked.

B. Failure to Pay Earned Wages in Violation of Labor Code §§ 201, 202, 203

Pursuant to California Labor Code section 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a).

Pursuant to California Labor Code section 202, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.” Cal. Lab. Code § 202(a).

Pursuant to California Labor Code section 203, “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201 [and] 202 . . . 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.” Cal. Lab. Code § 203(a).

As set forth in greater detail above, during the course of their employment with Saba, Plaintiff and other aggrieved employees were not paid minimum wages for all hours worked, nor overtime wages for all overtime hours worked. To the extent the aggrieved employees resigned or were terminated during the relevant period, Saba is further liable for violation of Labor Code sections 201, 202, and 203.

C. Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1

Labor Code § 1194 provides, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage . . . applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage . . . , including interest thereon, reasonable attorney’s fees, and costs of suit.” Lab. Code § 1194(a).

Labor Code § 1197 provides, “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.” Lab. Code § 1197.

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover

underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.00) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

Lab. Code § 1197.1(a)(1)-(3).

As set forth in greater detail above, during the course of their employment with Saba, Plaintiff and other aggrieved employees were not paid minimum wages for all hours worked. This is because Saba failed to pay Plaintiff and other aggrieved employees minimum wages, and further forced Plaintiff and other aggrieved employees to work through their meal periods and/or cut their meal periods short.

D. Failure to Provide Rest Periods in Violation of Labor Code § 226.7

Industrial Welfare Commission Wage Order No. 4, section 12, provides: “(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. . . . (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.”

California Labor Code section 226.7 provides: “If an employer fails to provide an employee a meal period or rest or recovery period in accordance with a state law, including, but not limited to, an applicable order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employer’s regular rate of compensation for each work day that the meal or rest or recovery period is not provided.” Lab. Code § 226.7.

As set forth in greater detail above, during the course of their employment with Saba, Plaintiff and other aggrieved employees were not provided with rest periods for every four hours worked and were not compensated therefor. Employees were only occasionally allowed to take a single five-minute break for every shift the employees worked. On other occasions these rest periods were not provided to employees at all.

E. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512

Industrial Welfare Commission Wage Order No. 4, section 11, provides: (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. . . . (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties and on-the-job paid meal period is agreed to. . . . (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

California Labor Code section 512 provides, "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes." Lab. Code § 512(a).

California Labor Code section 226.7 provides: "If an employer fails to provide an employee a meal period or rest or recovery period in accordance with a state law, including, but not limited to, an applicable order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employer's regular rate of compensation for each work day that the meal or rest or recovery period is not provided." Lab. Code § 226.7.

As set forth in greater detail above, during the course of their employment with Saba, Plaintiff and other aggrieved employees were not provided with uninterrupted meal periods of not less than 30 minutes for every work period of more than five hours per day.

F. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code § 226

Employers are required by California Labor Code section 226(a) to furnish accurate itemized wage statements semimonthly, or at the time of each payment of wages, which show:

(1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Lab. Code § 226(a).

As set forth in greater detail above, during the course of their employment with Saba, Plaintiff and other aggrieved employees were not provided with accurate itemized wage statements setting forth their gross wages earned, total hours worked by the employee, net wages earned, and the applicable hourly rates in effect during the pay period with the corresponding number of hours worked at each hourly rate. This is because Saba (a) failed to pay Plaintiff and other aggrieved employees minimum wages, (b) failed to pay Plaintiff and other aggrieved employees overtime wages, (c) forced Plaintiff and other aggrieved employees to work through their ten-minute rest periods, and (d) did not provide Plaintiff and other aggrieved with uninterrupted meal periods of not less than 30 minutes for every work period of more than five hours per day.

* * *

Plaintiff is sending this communication to ensure compliance with the exhaustion reporting requirements of Labor Code section 2699.3. Please advise this office within the 60-day statutory period if your office will be investigating these matters. Please do not hesitate to contact me with any questions or concerns.

Saba may be contacted at the following address:

Saba Live Poultry, Inc.
845 Kennedy St.
Oakland, CA 94606

The contact information for Moser Legal, PC and Cadry Law Group, PC is:

Jana M. Moser
Moser Legal, PC
555 West Fifth Street, 35th Floor
Los Angeles, CA 90013
(310) 295-0142

Ryan S. Cadry
Cadry Law Group, PC
16501 Ventura Blvd., Suite 610
Encino, CA 91436
(818) 849-5962

Thank you for your attention to this matter.

Sincerely,

CADRY LAW GROUP, PC
MOSER LEGAL, PC

A handwritten signature in blue ink, appearing to read "Ryan S. Cadry", is positioned above the printed name.

Ryan S. Cadry
Jana M. Moser

Jana Moser

From: Ryan Cadry <Ryan@cadrylaw.com>
Sent: Tuesday, November 2, 2021 7:27 PM
To: Jana Moser
Subject: FW: Thank you for submission of your PAGA Case.

Ryan S. Cadry | CADRY LAW GROUP, PC
16501 Ventura Blvd., Suite 610, Encino, CA, 91436
Tel: (818) 849-5962 | Fax: (818) 849-6023 | ryan@cadrylaw.com www.CadryLaw.com | Super Lawyers® 2017-2021 | AV® Rated

-----Original Message-----

From: noreply@salesforce.com <noreply@salesforce.com> On Behalf Of LWDA DO NOT REPLY
Sent: Tuesday, November 2, 2021 7:24 PM
To: Ryan Cadry <Ryan@cadrylaw.com>
Subject: Thank you for submission of your PAGA Case.

11/2/2021

LWDA Case No. LWDA-CM-850842-21
Law Firm : Cadry Law Group, PC
Plaintiff Name : Elexis Arias
Employer: Saba Live Poultry, Inc.
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: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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City, State, ZIP+4® Oakland 94606	
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