

Justin F. Marquez (SBN 262417)  
[justin@wilshirelawfirm.com](mailto:justin@wilshirelawfirm.com)  
Benjamin H. Haber (SBN 315664)  
[benjamin@wilshirelawfirm.com](mailto:benjamin@wilshirelawfirm.com)  
Arrash T. Fattahi (SBN 333676)  
[afattahi@wilshirelawfirm.com](mailto:afattahi@wilshirelawfirm.com)  
**WILSHIRE LAW FIRM**  
3055 Wilshire Blvd., 12th Floor  
Los Angeles, California 90010  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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County of Fresno  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF FRESNO**

LUCIANO HERNANDEZ and MIGUEL  
ANGEL RAMIREZ-MAYA, on behalf of the  
State of California and other aggrieved persons,

Plaintiffs,

vs.

BURFORD FARMING COMPANY, INC., a  
California corporation; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: [22CECG00669](#)

**PAGA REPRESENTATIVE ACTION  
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.  
Code § 2699, et seq.]

1 Plaintiffs LUCIANO HERNANDEZ and MIGUEL ANGEL RAMIREZ-MAYA  
2 (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to have  
3 evidentiary support after a reasonable opportunity for further investigation and discovery, allege  
4 as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant BURFORD FARMING COMPANY,  
7 INC. and DOES 1 through 10 (BURFORD FARMING COMPANY, INC. and DOES 1 through  
8 10 are collectively referred to as “Defendants”) for civil penalties under the Private Attorneys  
9 General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from  
10 Defendants’ failure to pay for all hours worked (minimum wages, straight time wages, overtime  
11 wages, rest and recovery periods, and other nonproductive time), failure to provide meal periods,  
12 failure to authorize and permit rest periods, failure to pay all earned wages twice per month,  
13 failure to maintain accurate records of hours worked and meal periods, failure to timely pay final  
14 wages, failure to furnish accurate wage statements, and failure to indemnify for necessary  
15 business expenditures.

16 2. For over 50 years, California’s courts and legislature have recognized that this  
17 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.  
18 Wages are not ordinary debts. Because of the economic position of the average worker and his  
19 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so  
20 that employees are promptly paid the minimum/overtime wages that the Legislature has required  
21 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has  
22 criminalized certain types of violations. In extending extra protection to deter violations of these  
23 underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution  
24 or other damages other than civil penalties—California has enacted the PAGA to permit an  
25 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this  
26 action.

27 3. All California employees during the relevant statutes of limitations who are or  
28 were harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved

1 Employees worked for Defendants as hourly-paid or non-exempt employees within the  
2 applicable statutory period.

3 4. Plaintiffs bring this action against Defendants seeking only to recover penalties on  
4 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of  
5 California. Plaintiffs do not seek to recover anything other than penalties as permitted by  
6 California Labor Code Section 2699 at this time. To the extent that statutory violations are  
7 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages  
8 for those violations, but simply penalties as permitted by California Labor Code Section 2699,  
9 declaratory relief, and injunctive relief for themselves, and all Aggrieved Employees as permitted  
10 by the PAGA.

11 5. Defendants own/owned and operate/operated an industry, business, and  
12 establishment within the State of California, including Fresno County. As such, and based upon  
13 all the facts and circumstances incident to Defendants' business in California, Defendants are  
14 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission  
15 ("IWC"), and the California Business & Professions Code.

16 6. On information and belief, Defendants, and each of them were on actual and  
17 constructive notice of the improprieties alleged herein and intentionally refused to rectify their  
18 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were  
19 willful and deliberate.

20 7. At all relevant times, Defendants were and are legally responsible for all of the  
21 unlawful conduct, policies, practices, acts and omissions as described in each and all of the  
22 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,  
23 Defendants are responsible for each of the unlawful acts or omissions complained of herein under  
24 the doctrine of "respondeat superior".

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**THE PARTIES**

**A. Plaintiffs**

8. Plaintiff LUCIANO HERNANDEZ (“Plaintiff Hernandez”) is a resident of Fresno County, California who worked for Defendants in Fresno, California as an hourly-paid, non-exempt employee from approximately 1973 to approximately December 28, 2020.

9. Plaintiff MIGUEL ANGEL RAMIREZ-MAYA (“Plaintiff Ramirez-Maya”) is a resident of Fresno County, California who worked for Defendants in Fresno, California as an hourly-paid, non-exempt employee from approximately 2005 to approximately June 2021.

**B. Defendants**

10. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant BURFORD FARMING COMPANY, INC. is, and at all times herein mentioned, was:

- (a) A California corporation qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Fresno County; and,
- (b) The former employer of Plaintiffs, and the current and/or former employer of the Aggrieved Employees because Defendant BURFORD FARMING COMPANY, INC. suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of,

1 and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of  
2 California.

3 13. Plaintiffs are informed and believe and thereon allege that at all relevant times  
4 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs  
5 and the other employees and exercised control over their wages, hours, and working conditions.  
6 Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant  
7 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,  
8 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of  
9 some or all of the other Defendants, and was engaged with some or all of the other Defendants in  
10 a joint enterprise for profit, and bore such other relationships to some or all of the other  
11 Defendants so as to be liable for their conduct with respect to the matters alleged below.  
12 Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and  
13 within the scope of the relationships alleged above, that each Defendant knew or should have  
14 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the  
15 conduct of all other Defendants.

16 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

17 14. Plaintiffs worked for Defendants in Fresno County, California as hourly-paid, non-  
18 exempt employees. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs  
19 hourly wages and classified them as non-exempt from overtime. Defendants typically scheduled  
20 Plaintiffs to work at least five days in a workweek and at least eight hours per workday, but  
21 Plaintiffs regularly worked more than eight hours in a workday and more than forty (40) hours in  
22 a workweek.

23 15. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked  
24 (including minimum, straight time, and overtime wages), failed to accurately record piecework  
25 units earned by Plaintiffs individually in any workweek, failed to pay for all rest and recovery  
26 periods and other nonproductive time separate from any piece-rate compensation, failed to  
27 provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to  
28 take rest periods, failed to pay all earned wages twice per month, failed to maintain accurate

1 records of hours worked and meal periods, failed to timely pay all final wages to Plaintiffs when  
2 Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs,  
3 and failed to indemnify Plaintiffs for expenditures. As discussed below, Plaintiffs' experience  
4 working for Defendants was typical and illustrative.

5 **A. Failure to Pay for All Hours Worked, Including Minimum Wages, Straight**  
6 **Time Wages, Overtime Wages, Rest and Recovery Periods, and Other Nonproductive Time**

7 16. Under California law, an employer must pay for all hours worked by an employee.  
8 "Hours worked" is the time during which an employee is subject to the control of an employer,  
9 and includes all the time the employee is suffered or permitted to work, whether or not required  
10 to do so.

11 17. In addition, Labor Code § 510 provides that employees in California shall not be  
12 employed more than eight hours in any workday or forty (40) hours in a workweek unless they  
13 receive additional compensation beyond their regular wages in amounts specified by law.

14 18. Labor Code §§ 1194 and 1198 also provide that employees in California shall not  
15 be employed more than eight hours in any workday unless they receive additional compensation  
16 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states  
17 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

18 19. Throughout the statutory period, Defendants maintained a policy and practice of  
19 not accurately recording the time Plaintiffs and the Aggrieved Employees actually worked and  
20 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum  
21 wages, straight time wages, overtime wages, rest and recovery periods, and other nonproductive  
22 time. Defendants required Plaintiffs and the Aggrieved Employees to work "off-the-clock."  
23 uncompensated, by, for example, requiring Plaintiffs and the Aggrieved Employees to continue  
24 working after they had clocked out for the workday. Some of this unpaid work should have been  
25 paid at the overtime rate.

26 20. Throughout the statutory period, Defendants wrongfully failed to include non-  
27 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or  
28 shift differentials in the calculation of Plaintiffs' and the other Aggrieved Employees' regular

1 rate of pay used to calculate their overtime rate for the payment of overtime wages. Plaintiffs  
2 and the other Aggrieved Employees earned non-discretionary bonuses, commissions, incentive  
3 pay, production pay, performance pay, and/or shift differentials and overtime wages in the same  
4 pay period where they worked overtime hours. Accordingly, Defendants failed to compensate  
5 Plaintiffs and the Aggrieved Employees for all overtime compensation they were owed.

6 **B. Failure to Provide Meal Periods**

7 21. Under California law, employers have an affirmative obligation to relieve  
8 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than  
9 the start of sixth hour of work in a workday, and to allow employees to take their second 30-  
10 minute, duty-free meal period no later than the start of the eleventh hour of work in the workday.  
11 Further, employees are entitled to be paid one hour of additional wages for each workday they  
12 were not provided with all required meal period(s).

13 22. Despite these legal requirements, Defendants wrongfully failed to provide  
14 Plaintiffs and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted,  
15 and duty-free meal period. Defendants regularly, but not always, required Plaintiffs and the  
16 Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-  
17 minute, uninterrupted, and duty-free meal period for every five hours of work, or without  
18 compensating Plaintiffs and the Aggrieved Employees for meal periods that were not provided  
19 by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to  
20 assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or  
21 encouraging them to perform work tasks which could not be completed without working in lieu  
22 of taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved Employees  
23 permission to take a meal period. Accordingly, Defendants' policy and practice was not to  
24 provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with California  
25 law.

26 23. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of  
27 additional wages for each workday he or she was not provided with all required meal period(s).  
28 Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the

1 additional wages to which they were entitled for meal periods that were not provided.

2 **C. Failure to Authorize and Permit Rest Periods**

3 24. Employers are required by California law to authorize and permit breaks of ten  
4 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
5 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the  
6 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is  
7 itself a violation of California's rest break laws.

8 25. Throughout the statutory period, Defendants wrongfully failed to authorize and  
9 permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods.  
10 Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four  
11 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,  
12 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four  
13 hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that  
14 were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs  
15 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work  
16 tasks which could not be completed without working in lieu of taking mandatory rest periods, or  
17 by denying Plaintiffs and the Aggrieved Employees permission to take a rest period.  
18 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the  
19 Aggrieved Employees to take rest periods in compliance with California law.

20 26. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of  
21 additional wages for each workday he or she was not authorized and permitted to take all  
22 required rest period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved  
23 Employees the additional wages to which they were entitled for rest periods and that they were  
24 not authorized and permitted to take.

25 **D. Failure to Pay All Earned Wages Twice Per Month**

26 27. Based on Defendants' failure to pay Plaintiffs and the Aggrieved Employees for  
27 all wages as discussed above, Defendants also violated Labor Code § 204.

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1           28. Labor Code § 204 requires employers to pay employees all earned wages two  
2 times per month. Throughout the statute of limitations period applicable to this cause of action,  
3 employees were entitled to be paid twice a month at their regular rates, including all meal period  
4 premium wages owed, rest period premium wages owed, and wages owed for overtime hours  
5 worked. However, during all such times, Defendants systematically failed and refused to pay the  
6 employees all wages due, and failed to pay those wages twice a month, in that employees were  
7 not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods  
8 not authorized and permitted by Defendants, and all wages for all hours worked. As a result,  
9 Defendants owe employees the legally required wages for unpaid wages, and Plaintiffs and the  
10 Aggrieved Employees suffered damages in those amounts.

11           E.       **Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

12           29. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to  
13 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully  
14 fails to maintain accurate and complete records required by California Labor Code § 1174 is  
15 subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every  
16 employer shall keep time records showing when the employee begins and ends each work period.  
17 Meal periods and total hours worked daily shall also be recorded

18           30. Defendants, however, failed to maintain accurate records of hours worked and all  
19 meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

20           31. Defendants' failure to provide and maintain records required by the California  
21 Labor Code and applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees  
22 the ability to know, understand and question the accuracy and frequency of meal periods, and the  
23 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the  
24 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which  
25 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and  
26 the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the  
27 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in  
28 seeking to compel Defendants to fully perform its obligation under state law, all to their

1 respective damage in amounts according to proof at trial. As a result of Defendants' knowing  
2 failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs  
3 and the Aggrieved Employees have also suffered an injury in that they were prevented from  
4 knowing, understanding, and disputing the wage payments paid to them.

5 **F. Failure to Timely Pay All Wages at Termination**

6 32. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,  
7 the wages earned and unpaid at the time of discharge are due and payable immediately, and that  
8 if an employee voluntarily leaves his or her employment, his or her wages shall become due and  
9 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-  
10 two (72) hours previous notice of his or her intention to quit, in which case the employee is  
11 entitled to his or her wages at the time of quitting.

12 33. Within the applicable statute of limitations, the employment of Plaintiffs and  
13 many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged,  
14 and the employment of others will be terminated. However, during the relevant time period,  
15 Defendants failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees,  
16 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at  
17 the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.  
18 These unpaid wages include wages for unpaid work time (including minimum, straight time, and  
19 overtime wages), missed meal period premium wages, and missed rest period premium wages.

20 34. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203  
21 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201  
22 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and  
23 at the same rate until paid or until an action is commenced; but the wages shall not continue for  
24 more than thirty (30) days.

25 35. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from  
26 Defendants their additionally accruing wages for each day they were not paid, at their regular  
27 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

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1           **G. Failure to Furnish Accurate Itemized Wage Statements**

2           36. Labor Code § 226(a) provides that every employer shall furnish each of his or her  
3 employees an accurate itemized wage statement in writing showing nine pieces of information,  
4 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of  
5 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,  
6 (4) all deductions, provided that all deductions made on written orders of the employee may be  
7 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for  
8 which the employee is paid, (7) the name of the employee and the last four digits of his or her  
9 social security number or an employee identification number other than a social security number,  
10 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly  
11 rates in effect during the pay period and the corresponding number of hours worked at each  
12 hourly rate by the employee. An employee is presumed to suffer an injury if this information is  
13 missing. (Labor Code § 226(e)(2)(B)(iii).)

14           37. The statute further provides: “An employee suffering injury as a result of a  
15 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to  
16 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a  
17 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent  
18 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled  
19 to an award of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

20           38. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the  
21 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly  
22 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal  
23 periods that were not provided in accordance with California law, and correct wages for rest  
24 periods that were not authorized and permitted to take in accordance with California law).

25           39. Because Defendants violated Labor Code § 226, Plaintiffs and similarly  
26 Aggrieved Employees suffered injury and damage to their statutorily protected rights.  
27 Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover from  
28 Defendants the greater of their actual damages caused by Defendants’ failure to comply with

1 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000)  
2 dollars per employee.

3 **H. Failure to Indemnify for Necessary Expenditures**

4 40. Labor Code § 2802(a) provides that employers shall indemnify his or her  
5 employees for all necessary business expenditures or losses that have been incurred by the  
6 employees in direct discharge of his or her duties. Throughout the statute of limitations period  
7 applicable to this cause of action, Defendants wrongfully required Plaintiffs and the Aggrieved  
8 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants.  
9 Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary business  
10 expenses, including, without limitation, work attire and work-related tools and materials.  
11 Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct result of  
12 performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and the  
13 Aggrieved Employees for these employment-related expenses.

14 **FIRST CAUSE OF ACTION**

15 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**  
16 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

17 41. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as  
18 though fully set forth herein.

19 42. At all times herein mentioned, Defendants were subject to the Labor Code of the  
20 State of California and the applicable IWC Orders.

21 43. California Labor Code § 2699(a) specifically provides for a private right of action  
22 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of  
23 law, any provision of this code that provides for a civil penalty to be assessed and collected by  
24 the Labor and Workforce Development Agency or any of its departments, divisions,  
25 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,  
26 be recovered through a civil action brought by an aggrieved employee on behalf of himself or  
27 herself and other current or former employees pursuant to the procedures specified in Section  
28 2699.3.”

1           44.     Plaintiffs have exhausted their administrative remedies pursuant to California  
2 Labor Code § 2699.3. On December 28, 2021, they gave written notice by online filing to the  
3 Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of  
4 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and  
5 current and former Aggrieved Employees, including the facts and theories to support the  
6 violations. Plaintiffs also paid the filing fee on December 28, 2021. Plaintiffs’ PAGA case  
7 number is LWDA-CM-859948-21 (*Luciano Hernandez, et al. v. Burford Farming Company,*  
8 *Inc.*).

9           45.     The statute of limitations is tolled while a plaintiff exhausts his or her  
10 administrative remedies with California’s LWDA prior to suit, which is required by the statute.  
11 (*See* Labor Code § 2699.3(d).)

12           46.     The statute of limitations is also tolled from April 6, 2020 to October 1, 2020  
13 pursuant to Rule 9(a) of the Emergency Rules Related to COVID-19.

14           47.     Sixty-five (65) days has elapsed since Plaintiffs provided notice, but the LWDA  
15 has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the  
16 notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor  
17 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this  
18 Complaint. These penalties include, but are not limited to, penalties under California Labor  
19 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

20           48.     Based on the conduct described in this Complaint, Plaintiffs are entitled to an  
21 award of civil penalties on behalf of the State of California and similarly Aggrieved Employees  
22 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown  
23 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

24           49.     In addition, Plaintiffs seek an award of reasonable attorney’s fees and costs  
25 pursuant to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action  
26 shall be entitled to an award of reasonable attorney’s fees and costs.”

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1 **PRAYER FOR RELIEF**

2 Plaintiffs, on behalf of all similarly aggrieved employees, pray for relief and judgment  
3 against Defendants, jointly and severally, as follows:

4 1. That the Court declare, adjudge and decree that Defendants violated the California  
5 Labor Code by failing to pay for all hours worked (minimum wages, straight time wages,  
6 overtime wages, rest and recovery periods, and other nonproductive time), failing to provide  
7 meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice  
8 per month, failing to maintain accurate records of hours worked and meal periods, failing to  
9 timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for  
10 necessary business expenditures;

11 2. An award of civil penalties on behalf of themselves and all similarly aggrieved  
12 employees pursuant to PAGA;

13 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

14 4. Attorneys' fees and costs reasonably incurred;

15 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

16 6. Such other and further relief that the Court deems proper.

17  
18 Respectfully submitted,

19 Dated: March 3, 2022

**WILSHIRE LAW FIRM**

20  
21 By: 

Justin F. Marquez  
Benjamin H. Haber  
Arrash T. Fattahi

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23 Attorneys for Plaintiffs  
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