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8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 ISABEL VALENZUELA and ROSALVA  
ELIZARRARAS, individually, and on  
12 behalf of other members of the general  
public similarly situated and as aggrieved  
13 employees pursuant to the Private Attorneys  
General Act ("PAGA"),

14 Plaintiffs,

15 vs.

16 LANGER FARMS LLC, a California  
17 limited liability company; LANGER JUICE  
COMPANY, INC., a California  
18 corporation; LANGER JUICE  
INTERNATIONAL, INC., a California  
19 corporation; and DOES 1 through 10,  
inclusive,

20 Defendants.  
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**FILED**  
Superior Court of California  
County of Los Angeles

10/03/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Bivins Deputy

Case No.: 18STCV02171

**SECOND AMENDED CLASS ACTION  
COMPLAINT & ENFORCEMENT  
ACTION UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§ 2698, ET  
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11030 Subdivision 5(A) (Failure to Provide Reporting Time Pay);

- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

**Jury Trial Demanded**

1 Plaintiff Isabel Valenzuela, individually and on behalf of all other members of the  
2 public similarly situated, and Plaintiff Isabel Valenzuela and Plaintiff Rosalva Elizarraras, as  
3 aggrieved employees and on behalf of all other aggrieved employees, allege as follows:

#### 4 JURISDICTION AND VENUE

5 1. This class action and state enforcement action is brought pursuant to California  
6 Code of Civil Procedure section 382 and California Labor Code sections 2698, *et seq.*  
7 (“PAGA”) to recover civil penalties and any other available relief on behalf of Plaintiffs, the  
8 State of California, and other current and former employees who worked for Defendants in  
9 California as non-exempt, hourly-paid employees and received at least one wage statement  
10 and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of  
11 the Labor Code or any provision regulating hours and days of work in the applicable Industrial  
12 Welfare Commission (“IWC”) Wage Order were committed, as set forth in this complaint.  
13 The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal  
14 jurisdiction limits of the Superior Court and will be established according to proof at trial.  
15 This Court has jurisdiction over this action pursuant to the California Constitution, Article VI,  
16 section 10. The statutes under which this action is brought do not specify any other basis for  
17 jurisdiction. Plaintiffs’ share of damages, penalties, and other relief sought in this action does  
18 not exceed \$75,000.

19 2. This Court has jurisdiction over Defendants because Defendants are either  
20 citizens of California, have sufficient minimum contacts in California, or otherwise  
21 intentionally avail themselves of the California market so as to render the exercise of  
22 jurisdiction over them by the California courts consistent with traditional notions of fair play  
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action  
24 because there is no complete diversity, and this case falls within the statutory exceptions to  
25 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).  
26 Upon information and belief, two-thirds or more of the class members and Defendants are  
27 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens  
28 of California; (b) the alleged wage and hour violations occurred in California; (c) significant

1 relief is being sought against Defendants whose violations of California wage and hour laws  
2 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed  
3 within the past three (3) years on behalf of the same proposed class against Defendants  
4 asserting the same or similar factual allegations.

5 3. Venue is proper in this Court, because Defendant LANGER JUICE  
6 COMPANY, INC. maintains its corporate headquarters in City of Industry, California, County  
7 of Los Angeles, and has filed a statement with the California Secretary of State designating  
8 their principal place of business at 6195 Stephens Street, City of Industry, California, County  
9 of Los Angeles, in accordance with California Corporations Code section 2105(a)(3).

### 10 THE PARTIES

11 4. Plaintiff Isabel Valenzuela is a resident of Bakersfield, California. Defendants  
12 employed Plaintiff Valenzuela as a non-exempt, hourly-paid employee from approximately  
13 November 18, 2005, to May 31, 2018. During her employment with Defendants, Plaintiff  
14 Valenzuela worked in various positions. Plaintiff Valenzuela first worked as a Laboratory  
15 Technician from 2008 to 2015, then as a Barreler from 2015 to 2016, and finally as a Sorter  
16 from 2016 to May 31, 2018. Throughout her employment, Plaintiff Valenzuela worked for  
17 Defendants in Bakersfield, California. Plaintiff Valenzuela worked approximately eight (8) to  
18 twelve (12) hours or more per day, five (5) days per week, and 50 hours or more per week. As  
19 a Sorter, Plaintiff Valenzuela earned \$11.00 per hour. Her job duties included, without  
20 limitation, checking all fruit to be processed to ensure that there are no adulterations, barreling  
21 fruit concentrate, conducting quality control to ensure that the color and sweetness of the  
22 product meet customer standards, and maintaining a clean work area.

23 5. Plaintiff Rosalva Elizarraras is a resident of La Puente, California. Defendants  
24 employed Plaintiff Elizarraras as a non-exempt, hourly-paid employee from approximately  
25 December 2020 to February 2021. During her employment with Defendants, Plaintiff  
26 Elizarraras worked as a Machine Operator. Throughout her employment, Plaintiff Elizarraras  
27 worked for Defendants in City of Industry, California. Plaintiff Elizarraras worked  
28 approximately eight (8) hours or more per day and six (6) days per week. At the time her

1 employment ended, Plaintiff Elizarraras earned \$14.00 per hour. Her job duties included,  
2 without limitation, monitoring and maintaining warehouse equipment and machinery used for  
3 packaging, separating, and unloading cases of juice.

4 6. Defendant LANGER FARMS LLC was and is, upon information and belief, a  
5 California limited liability company doing business in California, and at all times hereinafter  
6 mentioned, an employer whose employees are engaged throughout this county, the State of  
7 California, or the various states of the United States of America.

8 7. Defendant LANGER JUICE COMPANY, INC. was and is, upon information  
9 and belief, a California corporation doing business in California, and at all times hereinafter  
10 mentioned, an employer whose employees are engaged throughout this county, the State of  
11 California, or the various states of the United States of America.

12 8. Defendant LANGER JUICE INTERNATIONAL, INC. was and is, upon  
13 information and belief, a California corporation doing business in California, and at all times  
14 hereinafter mentioned, an employer whose employees are engaged throughout this county, the  
15 State of California, or the various states of the United States of America.

16 9. Plaintiffs are unaware of the true names or capacities of the Defendants sued  
17 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to  
18 amend the complaint and serve such fictitiously named Defendants once their names and  
19 capacities become known.

20 10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10  
21 were the partners, agents, owners, or managers of LANGER FARMS LLC; LANGER JUICE  
22 COMPANY, INC.; and LANGER JUICE INTERNATIONAL, INC., at all relevant times.

23 11. Plaintiffs are informed and believe, and thereon allege, that each and all of the  
24 acts and omissions alleged herein was performed by, or is attributable to, LANGER FARMS  
25 LLC; LANGER JUICE COMPANY, INC.; LANGER JUICE INTERNATIONAL, INC.;  
26 and/or DOES 1 through 10 (collectively “Defendants” or “LANGER”), each acting as the  
27 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the  
28 other co-Defendants and was acting within the course and scope of such agency, employment,

1 joint venture, or concerted activity with legal authority to act on the others' behalf. The acts  
2 of any and all Defendants were in accordance with, and represent, the official policy of  
3 Defendants.

4 12. At all relevant times, Defendants, and each of them, ratified each and every act  
5 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
6 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
7 the damages herein alleged.

8 13. Plaintiffs are informed and believe, and thereon allege, that each of said  
9 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
10 omissions, occurrences, and transactions alleged herein.

11 14. Under California law, Defendants are jointly and severally liable as employers  
12 for the violations alleged herein because they have each exercised sufficient control over the  
13 wages, hours, working conditions, and employment status of Plaintiffs and class members.  
14 Each Defendant had the power to hire and fire Plaintiffs and class members, supervised and  
15 controlled their work schedule and/or conditions of employment, determined their rate of pay,  
16 and maintained their employment records. Defendants suffered or permitted Plaintiffs and  
17 class members to work and/or "engaged" Plaintiff and class members so as to create a  
18 common law employment relationship. As joint employers of Plaintiffs and class members,  
19 Defendants are jointly and severally liable for the civil penalties and all other relief available  
20 to Plaintiff and class members under the law.

21 15. Plaintiffs are informed and believe, and thereon allege, that at all relevant  
22 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs  
23 and class members because Defendants have:

- 24 (a) jointly exercised meaningful control over the work performed by  
25 Plaintiffs and class members;  
26 (b) jointly exercised meaningful control over Plaintiffs' and class members'  
27 wages, hours, and working conditions, including the quantity, quality  
28 standards, speed, scheduling, and operative details of the tasks

performed by Plaintiffs and class members;

(c) jointly required that Plaintiffs and class members perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiffs and class members as a matter of economic reality in that Plaintiffs and class members were dependent on Defendants, who shared the power to set the wages of Plaintiffs and class members and determine their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

16. Plaintiffs are informed and believe, and further allege, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

17. LANGER FARMS LLC; LANGER JUICE COMPANY, INC.; LANGER JUICE INTERNATIONAL, INC.; and DOES 1-10 are therefore alter egos of each other.

18. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by it under the name LANGER.

19. Plaintiffs further allege, upon information and belief, that Defendants are alter egos of each other for the additional following reasons:

(a) LANGER JUICE COMPANY, INC. is the parent company of LANGER FARMS LLC;

(b) LANGER FARMS LLC; LANGER JUICE COMPANY, INC.; and LANGER JUICE INTERNATIONAL, INC. share the same mailing address of 16195 Stephens St., City of Industry, CA 91745, and both entities have registered this location as their mailing address with the California Secretary of State;

(c) David Langer serves as a managing member of LANGER FARMS

1 LLC; as the Chief Executive Officer and Secretary of LANGER  
2 JUICE COMPANY, INC.; and as the Chief Executive Officer and  
3 Chief Financial Officer of LANGER JUICE INTERNATIONAL,  
4 INC.;

5 (d) Bruce Langer serves as a managing member of LANGER FARMS  
6 LLC; as the Chief Financial Officer of LANGER JUICE COMPANY  
7 INC.; as the Secretary of LANGER JUICE INTERNATIONAL,  
8 INC.;

9 (e) LANGER FARMS LLC; LANGER JUICE COMPANY, INC.; and  
10 LANGER JUICE INTERNATIONAL, INC. share the same company  
11 website which includes job listings and instructions for applying for  
12 jobs with the companies; and

13 (f) Prospective employees apply for positions with LANGER FARMS  
14 LLC; LANGER JUICE INTERNATIONAL, INC.; and LANGER  
15 JUICE COMPANY, INC. by sending resumes and job applications to  
16 LANGER JUICE COMPANY, INC.

### 17 **GENERAL ALLEGATIONS**

18 20. Defendants are a California limited liability company and California  
19 corporations that own and operate a beverage manufacturing company which makes over 200  
20 products which are distributed and sold throughout the U.S.

21 21. Upon information and belief, Defendants maintain a single, centralized Human  
22 Resources (HR) department, at their corporate headquarters in City of Industry or Bakersfield,  
23 California, which is responsible for conducting Defendants' recruiting and hiring of new  
24 employees, as well as communicating and implementing Defendants' company-wide policies  
25 to employees throughout California.

26 22. In particular, Plaintiffs and class members, on information and belief, received  
27 the same standardized documents and/or written policies. Upon information and belief, the  
28 usage of standardized documents and/or written policies, including new hire documents,

1 indicate that Defendants dictated policies at the corporate level and implemented them  
2 company-wide, regardless of their employees' assigned locations or positions. Upon  
3 information and belief, Defendants set forth uniform policies and procedures in several  
4 documents provided at an employee's time of hire.

5 23. Upon information and belief, Defendants maintain a centralized Payroll  
6 department at their corporate headquarters in City of Industry or Bakersfield, California,  
7 which processes payroll for all non-exempt, hourly-paid employees working for Defendants at  
8 their various locations and jobsites in California, including Plaintiffs and class members.  
9 Based upon information and belief, Defendants issue the same formatted wage statements to  
10 all non-exempt, hourly-paid employees in California, irrespective of their work locations.  
11 Upon information and belief, Defendants process payroll for departing employees in the same  
12 manner throughout the State of California, regardless of the manner in which each employee's  
13 employment ends.

14 24. Defendants continue to employ non-exempt or hourly-paid employees in  
15 California.

16 25. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
17 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
18 and advisors knowledgeable about California labor and wage law, employment and personnel  
19 practices, and about the requirements of California law.

20 26. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class  
21 members were not paid for all hours worked because all hours worked were not recorded.

22 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
23 should have known that Plaintiffs and class members were entitled to receive certain wages  
24 for overtime compensation and that they were not receiving certain wages for overtime  
25 compensation.

26 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
27 should have known that Plaintiff Elizarraras and class members were entitled to be paid at a  
28 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income

1 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of  
2 compensation, but failed to incorporate all forms of remuneration in calculating the regular  
3 rate of pay for Plaintiff Elizarraras and class members.

4 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
5 should have known that Plaintiffs and class members were entitled to receive at least  
6 minimum wages for compensation and that they were not receiving at least minimum wages  
7 for work that was required to be done off-the-clock. In violation of the California Labor  
8 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-  
9 the-clock.

10 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
11 should have known that Plaintiffs and class members were entitled to meal periods in  
12 accordance with the California Labor Code and applicable IWC Wage Order or payment of  
13 one (1) additional hour of pay at their regular rates of pay when they were not provided with  
14 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members  
15 were not provided with all meal periods or payment of one (1) additional hour of pay at their  
16 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal  
17 period.

18 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
19 should have known that Plaintiff and class members were entitled to rest periods in  
20 accordance with the California Labor Code and applicable IWC Wage Order or payment of  
21 one (1) additional hour of pay at their regular rates of pay when they were not authorized and  
22 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiffs  
23 and class members were not authorized and permitted to take compliant rest periods, nor did  
24 Defendants provide Plaintiffs and class members with payment of one (1) additional hour of  
25 pay at their regular rates of pay when they were not authorized and permitted to take a  
26 compliant rest period.

27 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
28 should have known that Plaintiffs and class members were entitled to receive complete and

1 accurate wage statements in accordance with California law. In violation of the California  
2 Labor Code, Plaintiffs and class members were not provided complete and accurate wage  
3 statements.

4 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
5 should have known that they had a duty to maintain accurate and complete payroll records in  
6 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,  
7 and intentionally failed to do so.

8 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
9 should have known that Plaintiffs and class members were entitled to timely payment of all  
10 wages earned upon termination of employment. In violation of the California Labor Code,  
11 Plaintiffs and class members did not receive payment of all wages due, including, but not  
12 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting  
13 time pay, within permissible time periods.

14 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
15 should have known that Plaintiffs and class members were entitled to timely payment of  
16 wages during their employment. In violation of the California Labor Code, Plaintiffs and  
17 class members did not receive payment of all wages, including, but not limited to, overtime  
18 wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within  
19 permissible time periods.

20 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
21 should have known that Plaintiff Elizarraras and class members were entitled to receive their  
22 full wages due without having to execute a release of claims. In violation of the California  
23 Labor Code, Defendants required Plaintiff Elizarraras and class members to release their  
24 claims for unpaid wages as a condition to receiving their paychecks.

25 37. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
26 mentioned, that Defendants knew or should have known that they had a duty to cover the costs  
27 and expenses Plaintiff Elizarraras and/or class members incurred obtaining mandatory  
28 physical examinations and/or drug tests, but failed to do so.

1           38.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
2 should have known that Plaintiffs and class members were entitled to receive all reporting  
3 time pay when Defendants required Plaintiffs and class members were required to report to  
4 work but were put to work for less than half of their regular scheduled shift. In violation of  
5 the California Labor Code, Plaintiffs and class members were not paid all reporting time pay.

6           39.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
7 should have known Plaintiffs and/or class members were entitled to be paid split shift  
8 premiums when they returned to work for an additional shift in the same day, after having  
9 been clocked out for more than an hour. In violation of the California Labor Code,  
10 Defendants did not pay Plaintiffs and/or class members all split shift premiums due.

11           40.     Plaintiffs are informed and believe, and thereon allege, that Defendants knew or  
12 should have known that Plaintiff Elizarraras and class members were entitled to receive full  
13 reimbursement for all business-related expenses and costs they incurred during the course and  
14 scope of their employment and that they did not receive full reimbursement of applicable  
15 business-related expenses and costs incurred.

16           41.     Plaintiffs are informed and believe, and thereon allege, that at all times herein  
17 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiffs  
18 and class members with written notice of the material terms of their employment with  
19 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

20           42.     Plaintiffs are informed and believe, and thereon allege, that at all times herein  
21 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff  
22 Elizarraras and class members with safety devices and safeguards to protect their life, safety,  
23 and health in the workplace, but failed to do so.

24           43.     Plaintiffs are informed and believe, and thereon allege, that at all times herein  
25 mentioned, Defendants knew or should have known that they had a duty to compensate  
26 Plaintiffs and class members for all hours worked, and that Defendants had the financial  
27 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,  
28 and falsely represented to Plaintiffs and class members that they were properly denied wages,

1 all in order to increase Defendants' profits.

2 44. At all times herein set forth, PAGA provides that any provision of law under  
3 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be  
4 assessed and collected by the LWDA for violations of the California Labor Code and  
5 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a  
6 civil action brought on behalf of themselves and other current or former employees pursuant  
7 to procedures outlined in California Labor Code section 2699.3.

8 45. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any  
9 person who was employed by the alleged violator and against whom one or more of the  
10 alleged violations was committed."

11 46. Plaintiffs and other current and former employees of Defendants are "aggrieved  
12 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current  
13 or former employees and one or more of the alleged violations were committed against them.

14 47. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
15 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the  
16 following requirements have been met:

- 17 (a) The aggrieved employee or representative shall give written notice by  
18 online filing with the LWDA and by certified mail to the employer of  
19 the specific provisions of the California Labor Code alleged to have  
20 been violated, including the facts and theories to support the alleged  
21 violation.
- 22 (b) An aggrieved employee's notice filed with the LWDA pursuant to  
23 2699.3(a) and any employer response to that notice shall be  
24 accompanied by a filing fee of seventy-five dollars (\$75).
- 25 (c) The LWDA shall notify the employer and the aggrieved employee or  
26 representative by certified mail that it does not intend to investigate the  
27 alleged violation ("LWDA's Notice") within sixty (60) calendar days of  
28 the postmark date of the aggrieved employee's notice. Upon receipt of

1 the LWDA Notice, or if no LWDA Notice is provided within sixty-five  
2 (65) calendar days of the postmark date of the aggrieved employee's  
3 notice, the aggrieved employee may commence a civil action pursuant  
4 to California Labor Code section 2699 to recover civil penalties.

5 48. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,  
6 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any  
7 provision other than those listed in Section 2699.5 after the following requirements have been  
8 met:

- 9 (a) The aggrieved employee or representative shall give written notice by  
10 online filing with the LWDA and by certified mail to the employer of  
11 the specific provisions of the California Labor Code alleged to have  
12 been violated (other than those listed in Section 2699.5), including the  
13 facts and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to  
15 2699.3(c) and any employer response to that notice shall be  
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)  
18 calendar days of the postmark date of the notice sent by the aggrieved  
19 employee or representative. The employer shall give written notice  
20 within that period of time by certified mail to the aggrieved employee or  
21 representative and by online filing with the LWDA if the alleged  
22 violation is cured, including a description of actions taken, and no civil  
23 action pursuant to Section 2699 may commence. If the alleged violation  
24 is not cured within the 33-day period, the aggrieved employee may  
25 commence a civil action pursuant to Section 2699.

26 49. On December 6, 2018, Plaintiff Valenzuela provided written notice by online  
27 filing to the LWDA and by certified mail to Defendants of the specific provisions of the  
28 California Labor Code alleged to have been violated, including facts and theories to support

1 the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff  
2 Valenzuela's written notice was accompanied with the applicable filing fee of seventy-five  
3 dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Valenzuela's  
4 written notice and assigned Plaintiff PAGA Case Number LWDA-CM-643905-18. A true and  
5 correct copy of Plaintiff Valenzuela's written notice to the LWDA and Defendants is attached  
6 hereto as "Exhibit 1."

7 50. On January 26, 2022, Plaintiff Elizarraras provided written notice by online  
8 filing to the LWDA and by certified mail to Defendants of the specific provisions of the  
9 California Labor Code alleged to have been violated, including facts and theories to support  
10 the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff  
11 Elizarraras's written notice was accompanied with the applicable filing fee of seventy-five  
12 dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Elizarraras's  
13 written notice and assigned Plaintiff PAGA Case Number LWDA-CM-864780-22. A true and  
14 correct copy of Plaintiff Elizarraras's written notice to the LWDA and Defendants is attached  
15 hereto as "Exhibit 2."

16 51. As of the filing date of this complaint, over 65 days have passed since Plaintiffs  
17 sent the notices described above to the LWDA, and the LWDA has not responded that it  
18 intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

19 52. Thus, Plaintiffs have satisfied the administrative prerequisites under California  
20 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
21 violations of California Labor Code sections 201, 202, 203, 204, 206.5, 222.5, 226(a), 226.7,  
22 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

23 53. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
25 provision regulating hours and days of work in any order of the Industrial Welfare  
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty  
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
28 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor  
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition  
3 to any other civil or criminal penalty provided by law.”

4 54. Defendants, at all times relevant to this complaint, were employers or persons  
5 acting on behalf of an employer(s) who violated Plaintiffs’ and other aggrieved employees’  
6 rights by violating various sections of the California Labor Code as set forth above.

7 55. As set forth below, Defendants have violated numerous provisions of both the  
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage  
9 Order.

10 56. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),  
11 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as  
12 private attorneys general, seek assessment and collection of civil penalties for themselves, all  
13 other aggrieved employees, and the State of California against Defendants for violations of  
14 California Labor Code sections 201, 202, 203, 204, 206.5, 222.5, 226(a), 226.7, 510, 512(a),  
15 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

#### 16 **CLASS ACTION ALLEGATIONS**

17 57. Plaintiff Valenzuela brings this action on her own behalf, as well as on behalf  
18 of each and all other persons similarly situated, and thus seeks class certification under  
19 California Code of Civil Procedure section 382.

20 58. All claims alleged herein arise under California law for which Plaintiff  
21 Valenzuela seeks relief authorized by California law.

22 59. Plaintiff Valenzuela’s proposed class consists of and is defined as follows:

23 All persons who worked for Defendants as non-exempt, hourly-  
24 paid employees in California, within four years prior to the filing  
of the initial complaint until the date of trial (“Class”).

25 60. Plaintiff Valenzuela’s proposed subclass consists of and is defined as follows:

26 All persons who worked for Defendants as non-exempt, hourly-  
27 paid employees in California and who received at least one wage  
28 statement within one year prior to the filing of the initial complaint  
until the date of trial (“Subclass”).

1           61.     Members of the Class and Subclass are referred to herein as “class members.”

2           62.     Plaintiff Valenzuela reserves the right to redefine the Class and to add  
3 subclasses as appropriate based on further investigation, discovery, and specific theories of  
4 liability.

5           63.     There are common questions of law and fact as to class members that  
6 predominate over questions affecting only individual members, including, but not limited to:

- 7                   (a)     Whether Defendants required Plaintiff Valenzuela and class members to  
8 work over eight (8) hours per day, over twelve (12) hours per day, or  
9 over forty (40) hours per week and failed to pay all legally required  
10 overtime compensation to Plaintiff Valenzuela and class members;  
11                   (b)     Whether Defendants failed to pay Plaintiff Valenzuela and class  
12 members at least minimum wages for all hours worked;  
13                   (c)     Whether Defendants failed to provide Plaintiff Valenzuela and class  
14 members with meal periods;  
15                   (d)     Whether Defendants failed to authorize and permit Plaintiff Valenzuela  
16 and class members to take rest periods;  
17                   (e)     Whether Defendants provided Plaintiff Valenzuela and class members  
18 with complete and accurate wage statements as required by California  
19 Labor Code section 226(a);  
20                   (f)     Whether Defendants failed to pay earned overtime wages, minimum  
21 wages, meal and rest period premiums, and/or reporting time pay due to  
22 Plaintiff Valenzuela and class members upon their discharge;  
23                   (g)     Whether Defendants failed to timely pay overtime wages, minimum  
24 wages, meal and rest period premiums, and/or reporting time pay to  
25 Plaintiff Valenzuela and class members during their employment;  
26                   (h)     Whether Defendants required Plaintiff Valenzuela and class members to  
27 report to work, but failed to provide them with work or provided them  
28 with less than half their scheduled day’s work, without properly

compensating them as required by California Code of Regulations, Title 8, section 11080, subsection 5;

- (i) Whether Defendants failed to provide written notice of information material to Plaintiff Valenzuela's and class members' employment with Defendants;
- (j) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and,
- (k) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

64. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff Valenzuela at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff Valenzuela is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff Valenzuela's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff Valenzuela is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff Valenzuela acknowledges that she has an obligation to make known to the Court any relationship, conflicts or

1 differences with any class member. Plaintiff Valenzuela's attorneys, the  
2 proposed class counsel, are versed in the rules governing class action  
3 discovery, certification, and settlement. Plaintiff Valenzuela has  
4 incurred, and throughout the duration of this action, will continue to  
5 incur costs and attorneys' fees that have been, are, and will be  
6 necessarily expended for the prosecution of this action for the  
7 substantial benefit of each class member.

8 (d) Superiority: The nature of this action makes the use of class action  
9 adjudication superior to other methods. A class action will achieve  
10 economies of time, effort, and expense as compared with separate  
11 lawsuits, and will avoid inconsistent outcomes because the same issues  
12 can be adjudicated in the same manner and at the same time for the  
13 entire class.

14 (e) Public Policy Considerations: Employers in the State of California  
15 violate employment and labor laws every day. Current employees are  
16 often afraid to assert their rights out of fear of direct or indirect  
17 retaliation. Former employees are fearful of bringing actions because  
18 they believe their former employers might damage their future  
19 endeavors through negative references and/or other means. Class  
20 actions provide the class members who are not named in the complaint  
21 with a type of anonymity that allows for the vindication of their rights  
22 while simultaneously protecting their privacy.

## 23 **FIRST CAUSE OF ACTION**

### 24 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

#### 25 **(Brought by Plaintiff Valenzuela Against All Defendants)**

26 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
27 and every allegation set forth above.

28 66. Labor Code section 1198 makes it illegal to employ an employee under

1 conditions of labor that are prohibited by the applicable wage order. California Labor Code  
2 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall  
3 be the . . . standard conditions of labor for employees. The employment of any employee . . .  
4 under conditions of labor prohibited by the order is unlawful.”

5 67. California Labor Code section 1198 and the applicable IWC Wage Order  
6 provide that it is unlawful to employ persons without compensating them at a rate of pay  
7 either time-and-one-half or two-times that person’s regular rate of pay, depending on the  
8 number of hours worked by the person on a daily or weekly basis.

9 68. Specifically, the applicable IWC Wage Order provides that Defendants are and  
10 were required to pay Plaintiff Valenzuela and class members working more than eight (8)  
11 hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half  
12 (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in  
13 a workweek.

14 69. The applicable IWC Wage Order further provides that Defendants are and were  
15 required to pay Plaintiff Valenzuela and class members working more than twelve (12) hours  
16 in a day, overtime compensation at a rate of two (2) times their regular rate of pay, and were  
17 required to pay Plaintiff Valenzuela and other class members at a rate of two (2) times their  
18 regular rate of pay for hours worked in excess of eight (8) hours on the seventh (7th)  
19 consecutive day of a work in a workweek.

20 70. At all relevant times, Defendants willfully failed to pay all overtime wages  
21 owed to Plaintiff Valenzuela and class members. At all relevant times, Plaintiff Valenzuela  
22 and class members were not paid overtime premiums for all of the hours they worked in  
23 excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of  
24 forty (40) hours in a week, because all hours worked were not recorded.

25 71. During the relevant time period, Defendants had a company-wide policy and/or  
26 practice of understaffing their locations while assigning heavy workloads, resulting in a lack  
27 of meal period coverage. Additionally, Defendants had a uniform policy of failing to schedule  
28 meal periods, which discouraged and impeded Plaintiff Valenzuela and class members from

1 taking compliant, uninterrupted meal periods. Defendants' management required Plaintiff  
2 Valenzuela and class members to either work through their meal periods or have their meal  
3 periods shortened or interrupted because Defendants' facilities were understaffed. For  
4 example, Plaintiff Valenzuela was often the only employee on duty in her department, which  
5 routinely impeded her from taking a compliant meal period. Instead, Plaintiff Valenzuela  
6 would continue to check all fruit to be processed to ensure that there were no adulterations,  
7 barrel fruit concentrate, conduct quality control to ensure the color and sweetness of the  
8 product met customer standards, and keep her work area clean. As a result of Defendants'  
9 company-wide policies and/or practices, Plaintiff Valenzuela and class members were not  
10 permitted and authorized to take uninterrupted 30-minute meal periods during shifts in which  
11 they were entitled to receive meal periods.

12 72. Further, on information and belief, because Defendants frowned upon  
13 employees accruing meal period penalties, Defendants pressured Plaintiff Valenzuela and  
14 class members to clock out for meal periods and/or adjusted employee time records to reflect  
15 compliant meal periods, regardless of whether they had received a compliant meal period, in  
16 order to strictly limit meal penalties that Defendants would otherwise owe. For example,  
17 Plaintiff Valenzuela and class members were pressured by Defendants' management to clock  
18 out and record compliant meal periods on shifts when they had not, in fact, received compliant  
19 meal periods. Thus, Defendants did not record all hours worked during meal periods and  
20 Plaintiff Valenzuela and class members performed work during meal periods for which they  
21 were not paid.

22 73. Defendants knew or should have known that, as a result of their policies and  
23 practices, Plaintiff Valenzuela and class members were performing some of their assigned  
24 duties during unpaid meal periods, and were suffered or permitted to perform work for which  
25 they were not paid. Because Plaintiff and class members worked shifts in excess of eight (8)  
26 hours a day or more and forty (40) hours a week or more, much of this off-the-clock work  
27 qualified for overtime premium pay. Therefore, Plaintiff Valenzuela and class members were  
28 not paid overtime wages for all of the overtime hours they actually worked.

74. Defendants' failure to pay Plaintiff Valenzuela and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

### **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Brought by Plaintiff Valenzuela Against All Defendants)**

75. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

76. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined by the applicable Wage Order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

77. As set forth above, due to Defendants' company-wide policies and/or practices of understaffing, assigning heavy workloads, and failing to schedule meal periods, Plaintiff Valenzuela and class members were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, which resulted in them working off-the-clock. Also, as set forth above, upon information and belief, Defendants systematically failed to pay Plaintiff Valenzuela and class members for actual hours worked during unpaid meal periods, because these hours were not always correctly recorded.

78. Defendants did not pay minimum wages for all hours worked by Plaintiff Valenzuela and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours

1 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197,  
2 1197.1, and 1198.

3 79. As result, Defendants regularly failed to pay at least minimum wages to  
4 Plaintiff Valenzuela and class members for all of the hours they worked in violation of  
5 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to  
6 California Labor Code section 1194.2, Plaintiff Valenzuela and class members are entitled to  
7 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
8 thereon.

### 9 **THIRD CAUSE OF ACTION**

#### 10 **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period** 11 **Violations**

#### 12 **(Brought by Plaintiff Valenzuela Against All Defendants)**

13 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
14 and every allegation set forth above.

15 81. At all relevant times herein set forth, California Labor Code section 512(a)  
16 provides that an employer may not require, cause, or permit an employee to work for a period  
17 of more than five (5) hours per day without providing the employee with a meal period of not  
18 less than thirty (30) minutes, except that if the total work period per day of the employee is  
19 not more than six (6) hours, the meal period may be waived by mutual consent of both the  
20 employer and the employee. Under California law, first meal periods must start after no more  
21 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

22 82. At all relevant times herein set forth, California Labor Code section 226.7,  
23 512(a), 516, and 1198 provide that no employer shall require an employee to work during any  
24 meal period mandated by an applicable order of the IWC.

25 83. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and  
26 the applicable IWC Wage Order also require employers to provide a second meal period of  
27 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an  
28 employee one (1) additional hour of pay at the employee's regular rate, except that if the total

1 hours worked is no more than twelve (12) hours, the second meal period may be waived by  
2 mutual consent of the employer and the employee only if the first meal period was not waived.

3 84. At all relevant times, as stated above, Defendants had, and continue to have, a  
4 company-wide policy and/or practice of understaffing while simultaneously assigning heavy  
5 workloads, which resulted in a lack of meal period coverage and prevented Plaintiff  
6 Valenzuela and class members from taking all timely, uninterrupted meal periods to which  
7 they were entitled. Furthermore, as stated, Defendants had a company-wide policy and/or  
8 practice of failing to schedule meal periods, which further prevented Plaintiff Valenzuela from  
9 taking all timely, uninterrupted thirty (30) minute meal periods.

10 85. Moreover, as stated, because Defendants frowned upon employees accruing  
11 meal period penalties, Defendants' management pressured Plaintiff Valenzuela and class  
12 members to clock out for meal periods and/or would adjust Plaintiff Valenzuela's and class  
13 members' time records to reflect compliant meal periods, regardless of whether they had  
14 received a compliant meal period or not, in order to strictly limit meal penalties that would  
15 need to be paid by Defendants. Thus, Plaintiff Valenzuela and class members missed their  
16 meal periods altogether, had their meal periods or had their meal periods interrupted by  
17 supervisors requesting them to return to work while clocked out for meal periods.

18 86. Further, Defendants did not provide Plaintiff Valenzuela and class members  
19 with second 30-minute meal periods on days that they worked in excess of 10 hours in one  
20 day. For example, Plaintiff Valenzuela sometimes worked shifts in excess of 10 hours, but  
21 Defendants never permitted her to take a second 30-minute meal period. Instead, Plaintiff  
22 Valenzuela continued to work until she clocked out for the end of her shift. Plaintiff  
23 Valenzuela and class members did not sign valid meal period waivers on days that they were  
24 entitled to meal periods and were not relieved of all duties.

25 87. At all times herein mentioned, Defendants knew or should have known that, as  
26 a result of their policies, Plaintiff Valenzuela and class members have been required to  
27 perform some of their assigned duties during meal periods. Defendants further knew or  
28 should have known that Defendants did not pay Plaintiff and class members meal period

premium wages when meal periods were late, interrupted, shortened, or missed.

88. Moreover, upon information and belief, Defendants engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff Valenzuela and class members have not received premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff Valenzuela and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

89. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff Valenzuela and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

#### **FOURTH CAUSE OF ACTION**

##### **Violation of California Labor Code §§ 226.7 and 1198—Rest Period Violations (Brought by Plaintiff Valenzuela Against All Defendants)**

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

91. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198 were applicable to Plaintiff Valenzuela's and class members' employment by Defendants.

92. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time 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" unless the total daily work time is less than three and one-half (3 ½) hours.

93. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by an applicable  
2 order of the California IWC. To comply with its obligation to authorize and permit rest  
3 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an  
4 employer must “relinquish any control over how employees spend their break time, and  
5 relieve their employees of all duties — including the obligation that an employee remain on  
6 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*  
7 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and  
8 California Labor Code section 226.7(b), Plaintiff Valenzuela and class members are entitled to  
9 recover from Defendants one (1) additional hour of pay at their regular rates of pay for each  
10 work day that a required rest period was not authorized and permitted.

11 94. During the relevant time period, Defendants regularly failed to authorize and  
12 permit Plaintiff Valenzuela and class members to take a ten (10) minute rest period per each  
13 four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’  
14 company-wide policy and practice of understaffing prevented Plaintiff Valenzuela and class  
15 members from being relieved of all duty to take compliant rest periods. Defendants also  
16 failed to schedule rest periods, which, coupled with Defendants’ failure to provide adequate  
17 rest period coverage, further led to Plaintiff Valenzuela and class members not being  
18 authorized and permitted to take rest periods. As a result, Defendants failed to provide a  
19 mechanism for Plaintiff Valenzuela and class members to take compliant rest periods.  
20 Furthermore, Defendants failed to inform Plaintiff Valenzuela and class members of their  
21 right to compliant rest periods.

22 95. Furthermore, upon information and belief, Defendants maintained a company-  
23 wide on-premises rest period policy, which mandated that Plaintiff Valenzuela and/or class  
24 members remain on Defendants’ premises during their rest periods. Because Plaintiff  
25 Valenzuela and/or class members were restricted from leaving the premises during rest  
26 periods, they were denied the ability to use their rest periods freely for their own purposes,  
27 such as running personal errands or grabbing something to eat. Thus, Defendants effectively  
28 maintained control over Plaintiff and/or class members during rest periods.

96. As a result of Defendants' practices and policies, Plaintiff Valenzuela and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours, without receiving all uninterrupted ten (10) minute rest periods to which they were entitled. Throughout her employment, Plaintiff Valenzuela was not permitted to take full and complete ten (10) minute rest periods, and instead would miss them due to Defendants' failure to schedule rest periods, failure to inform Plaintiff Valenzuela of her right to take rest periods, and understaffing Defendants' facility, such that Plaintiff Valenzuela was often the only employee on duty in her department.

97. Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. As a result, Defendants denied Plaintiff Valenzuela and class members rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

98. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Plaintiff Valenzuela and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

## FIFTH CAUSE OF ACTION

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage  
Statements and Failure to Maintain Accurate Payroll Records  
(Brought by Plaintiff Valenzuela Against All Defendants)**

99. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

100. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total

1 hours worked, and all applicable rates of pay.

2 101. During the relevant time period, Defendants have knowingly and intentionally  
3 provided Plaintiff Valenzuela and Subclass members with uniform, incomplete, and inaccurate  
4 wage statements. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), and  
5 226(a)(5). Because Defendants deducted time from Plaintiff Valenzuela's and Subclass  
6 members' records for meal periods that were interrupted or missed (and therefore time for  
7 which they should have been paid), and did not record the time Plaintiff Valenzuela and  
8 Subclass members spent working off-the-clock, Defendants did not list the correct amount of  
9 gross wages earned by Plaintiff Valenzuela and class members in compliance with section  
10 226(a)(1). For the same reason, Defendants failed to list the correct number of total hours  
11 worked by Plaintiff Valenzuela and class members, in violation of section 226(a)(2), and the  
12 correct amount of net wages earned by Plaintiff Valenzuela and class members, in violation of  
13 section 226(a)(5).

14 102. The wage statement deficiencies also include, among other things, failing to list  
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on  
16 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and  
17 only the last four digits of his or her social security number or an employee identification  
18 number other than a social security number; failing to list the name and address of the legal  
19 entity that is the employer; failing to list the inclusive dates of the period for which employees  
20 were paid; failing to list all applicable hourly rates in effect during the pay period and the  
21 corresponding number of hours worked at each hourly rate; and/or failing to state all hours  
22 worked as a result of not recording or stating the hours they worked off-the-clock.

23 103. California Labor Code section 1198 provides that the maximum hours of work  
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as  
25 set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he  
26 employment of any employees for longer hours than those fixed by the order or under  
27 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC  
28 Wage Order, employers are required to keep accurate time records showing when the

1 employee begins and ends each work period and meal period. At all relevant times,  
2 Defendants failed, on a company-wide basis, to keep records of meal period start and stop  
3 times for Plaintiff Valenzuela and Subclass members in violation of section 1198. Also, in  
4 light of Defendants' failure to provide Plaintiff Valenzuela and Subclass members with  
5 second 30-minute meal periods to which they were entitled, Defendants kept no records of  
6 meal start and end times for second meal periods.

7 104. California Labor Code section 1174(d) provides that "[e]very person employing  
8 labor in this state shall ... [k]eep a record showing the names and addresses of all employees  
9 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the  
10 plants or establishments at which employees are employed, payroll records showing the hours  
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
12 applicable piece rate paid to, employees employed at the respective plants or  
13 establishments..." At all relevant times, and in violation of Labor Code section 1174(d),  
14 Defendants willfully failed to maintain accurate payroll records for Plaintiff Valenzuela and  
15 Subclass members showing the daily hours they worked and the wages paid thereto as a result  
16 of failing to record the off-the-clock hours that they worked.

17 105. Plaintiff Valenzuela and Subclass members are entitled to recover from  
18 Defendants the greater of their actual damages caused by Defendants' failure to comply with  
19 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand  
20 dollars (\$4,000) per employee.

## 21 **SIXTH CAUSE OF ACTION**

### 22 **Violation of California Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon** 23 **Termination**

#### 24 **(Brought by Plaintiff Valenzuela Against All Defendants)**

25 106. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
26 and every allegation set forth above.

27 107. At all times relevant herein set forth, Labor Code sections 201 and 202 provide  
28 that if an employer discharges an employee, the wages earned and unpaid at the time of

1 discharge are due and payable immediately, and that if an employee voluntarily leaves his or  
2 her employment, his or her wages shall become due and payable not later than seventy-two  
3 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of  
4 his or her intention to quit, in which case the employee is entitled to his or her wages at the  
5 time of quitting.

6 108. On information and belief, Defendants have a company-wide practice and/or  
7 policy of paying departing employees their final wages on the next regular pay cycle, instead  
8 of adhering to the time requirements set forth in Labor Code sections 201 and 202. For  
9 example, Plaintiff Valenzuela resigned from her employment with Defendants on May 31,  
10 2018, but Defendants did not provide her with her final paycheck until June 15, 2018, more  
11 than three weeks later. Thus, Defendants failed to pay Plaintiff Valenzuela her final wages  
12 within seventy-two (72) hours, in violation of Labor Code section 202.

13 109. Additionally, during the relevant time period, Defendants willfully failed to pay  
14 Plaintiff Valenzuela and class members who are no longer employed by Defendants the  
15 earned and unpaid wages set forth above, including but not limited to, overtime wages,  
16 minimum wages, meal and rest period premium wages, and/or reporting time pay either at the  
17 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

18 110. Defendants' failure to pay Plaintiff Valenzuela and those class members who  
19 are no longer employed by Defendants their wages earned and unpaid at the time of discharge,  
20 or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code  
21 sections 201 and 202. Plaintiff Valenzuela and class members are therefore entitled to recover  
22 from Defendants the statutory penalty wages for each day they were not paid, at their regular  
23 rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

## 24 SEVENTH CAUSE OF ACTION

### 25 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 26 Employment

#### 27 (Brought by Plaintiff Valenzuela Against All Defendants)

28 111. Plaintiffs incorporate by reference and re-allege as if fully stated herein each

1 and every allegation set forth above.

2 112. This cause of action is dependent upon, and wholly derivative of, the overtime  
3 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were  
4 not timely paid to Plaintiff Valenzuela and class members during their employment.

5 113. At all times relevant herein set forth, Labor Code section 204 provides that all  
6 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)  
7 days, inclusive, of any calendar month, other than those wages due upon termination of an  
8 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of  
9 the month during which the labor was performed.

10 114. At all times relevant herein, Labor Code section 204 provides that all wages  
11 earned by any person in any employment between the sixteenth (16th) and the last day,  
12 inclusive, of any calendar month, other than those wages due upon termination of an  
13 employee, are due and payable between the first (1st) and the tenth (10th) day of the following  
14 month.

15 115. At all times relevant herein, Labor Code section 204 provides that all wages  
16 earned for labor in excess of the normal work period shall be paid no later than the payday for  
17 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section  
18 204 provides that the requirements of this section are deemed satisfied by the payment of  
19 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than  
20 seven (7) calendar days following the close of the payroll period.

21 116. During the relevant time period, Defendants willfully failed to pay Plaintiff  
22 Valenzuela and class members all wages due including, but not limited to, overtime wages,  
23 minimum wages, meal and rest period premiums, and/or reporting time pay, within the time  
24 periods specified by California Labor Code section 204.

25 117. Defendants' failure to pay Plaintiff Valenzuela and class members all wages  
26 due violates Labor Code section 204. Plaintiff Valenzuela and class members are therefore  
27 entitled to recover from Defendants the statutory penalty wages pursuant to California Labor  
28 Code section 210.

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code § 1198 – Failure to Provide**

3 **Reporting Time Pay**

4 **(Brought by Plaintiff Valenzuela Against All Defendants)**

5 118. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
6 and every allegation set forth above.

7 119. California Labor Code section 1198 makes it illegal to employ an employee  
8 under conditions of labor that are prohibited by the applicable wage order. California Labor  
9 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission  
10 shall be the . . . standard conditions of labor for employees. The employment of any employee  
11 . . . under conditions of labor prohibited by the order is unlawful.”

12 120. The applicable wage order, California Code of Regulations, Title 8, section  
13 11080(5)(A) provides that “[e]ach workday an employee is required to report for work and  
14 does report, but is not put to work or is furnished less than half said employee’s usual or  
15 scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work,  
16 but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s  
17 regular rate of pay, which shall not be less than the minimum wage.”

18 121. Defendants violated California Labor Code section 1198 and California Code  
19 of Regulations, Title 8, section 11080(5) because Defendants failed to pay Plaintiff  
20 Valenzuela and other class members reporting time pay when they reported for work and were  
21 immediately dismissed or put to work for less than half their usual or scheduled day’s work.

22 122. For instance, Plaintiff Valenzuela and class members would report to work  
23 based on the schedule Defendants provided to them, but would be sent home after working  
24 two (2) to four (4) hours of a ten (10) to twelve (12) hour shift when Defendants’ facility ran  
25 out of product for employees to perform quality control testing and/or sorting. When this  
26 occurred, Defendants did not pay Plaintiff Valenzuela and class members for at least half of  
27 their scheduled day’s work.

28 123. Accordingly, Plaintiff Valenzuela and class members were not properly

1 compensated with reporting time pay in violation of California Labor Code section 1198.

2 **NINTH CAUSE OF ACTION**

3 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***  
4 **(Brought by Plaintiffs Valenzuela and Elizarraras Against All Defendants)**

5 124. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
6 and every allegation set forth above.

7 125. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover  
8 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code  
9 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 206.5,  
10 222.5, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code  
11 section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties  
12 for violations of those Labor Code sections not found in section 2699.5, including sections  
13 1182.12, 2810.5, 6401, and 6403.

14 126. Defendants’ conduct, as alleged herein, violates numerous sections of the  
15 California Labor Code, including, but not limited to, the following:

- 16 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC  
17 Wage Order for Defendants’ failure to compensate Plaintiffs and other  
18 aggrieved employees with all required overtime pay and failure to  
19 properly calculate the overtime rates paid to Plaintiff Elizarraras and  
20 other aggrieved employees, as alleged herein and set forth below;
- 21 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and  
22 1198, and the applicable IWC Wage Order for Defendants’ failure to  
23 compensate Plaintiffs and other aggrieved employees with at least  
24 minimum wages for all hours worked, as alleged herein and set forth  
25 below;
- 26 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the  
27 applicable IWC Wage Order for Defendants’ failure to provide  
28 Plaintiffs and other aggrieved employees with meal periods, as alleged

herein and set forth below;

- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiffs and other aggrieved employees to take rest periods, as alleged herein and set forth below;
- (e) Violation of Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiffs and other aggrieved employees, as alleged herein;
- (f) Violations of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (i) Violation of Labor Code section 206.5 for requiring Plaintiff Elizarraras and other aggrieved employees to execute a release of claims as a condition to receiving wages due to them, as set forth below;
- (j) Violation of Labor Code section 222.5 for failing to compensate other aggrieved employees for mandatory physical examinations and/or drug testing, as set forth below;
- (k) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiffs and other aggrieved employees were put to work for less than half of their regular scheduled shifts, as alleged herein;
- (l) Violation of Labor Code section 1198 for failing to compensate other aggrieved employees for split shifts when they returned to work for an

1 additional shift in the same day, after having been clocked out for more  
2 than an hour, as set forth below;

3 (m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to  
4 provide written notice of information material to Plaintiffs' and other  
5 aggrieved employees' employment with Defendants, as set forth below;  
6 and

7 (n) Violation of Labor Code sections 6401 and 6403 for failure to provide  
8 Plaintiff Elizarraras and other aggrieved employees with safety devices  
9 and safeguards for the workplace, as set forth below

10 127. As stated above, during the relevant time period, Defendants had a company-  
11 wide policy and/or practice of improperly rounding employees' clock-in and clock-out time  
12 durations in their timekeeping system. Defendants' rounding policy resulted in the failure to  
13 compensate Plaintiff Elizarraras and other aggrieved employees fully for all hours worked,  
14 causing Plaintiff Elizarraras and other aggrieved employees to not be paid overtime wages for  
15 all of the overtime hours they actually worked. Defendants' policy of rounding is unfair and  
16 has, over time, resulted in the underpayment of wages to Plaintiff Elizarraras and other  
17 aggrieved employees. To the extent Defendants' rounding policy has taken away time worked  
18 that was eligible for overtime, Plaintiff Elizarraras and other aggrieved employees were  
19 denied overtime pay for all hours worked.

20 128. Second, as stated, Defendants had, and continue to have, a company-wide  
21 policy and/or practice of understaffing their locations while assigning heavy workloads,  
22 resulting in a lack of meal period coverage. Additionally, as stated, Defendants had a uniform  
23 policy of failing to schedule meal periods, which discouraged and impeded Plaintiffs and  
24 other aggrieved employees from taking compliant, uninterrupted meal periods. Defendants'  
25 management required Plaintiffs and other aggrieved employees to either work through their  
26 meal periods or have their meal periods shortened or interrupted because Defendants'  
27 facilities were understaffed. For example, Plaintiff Elizarraras was the only Machine Operator  
28 on duty in her department which routinely impeded her from taking a compliant meal period.

1 Plaintiff Elizarraras and other aggrieved employees worked shifts that normally required six  
2 employees with a staff of three, which resulted in too few employees on duty to handle the  
3 workload and provide uninterrupted meal coverage. As a result of Defendants' company-wide  
4 policies and/or practices, Plaintiffs and other aggrieved employees were not able to take  
5 uninterrupted 30-minute meal periods during shifts in which they were entitled to receive meal  
6 periods.

7 129. Third, on information and belief, because Defendants frowned upon employees  
8 accruing meal period penalties, Defendants pressured Plaintiff Valenzuela and other aggrieved  
9 employees to clock out for meal periods and/or adjusted employee time records to reflect  
10 compliant meal periods, regardless of whether they had received a compliant meal period, in  
11 order to strictly limit meal penalties that Defendants would otherwise owe. For example,  
12 Plaintiff Valenzuela was pressured by Defendants' management to clock out and record  
13 compliant meal periods on shifts when she had not, in fact, received compliant meal periods.  
14 Thus, Defendants did not record all hours worked during meal periods, and Plaintiff  
15 Valenzuela and other aggrieved employees performed work during meal periods for which  
16 they were not paid.

17 130. Fourth, Defendants implemented, on a company-wide basis, an employer-  
18 imposed requirement that Plaintiff Elizarraras and other aggrieved employees undergo  
19 mandatory COVID-19 health screenings and/or temperature checks before their scheduled  
20 shifts. For example, prior to clocking in for the start of each shift, Plaintiff Elizarraras was  
21 required to wait five (5) minutes to have her temperature checked by management. Even  
22 though Defendants required these health screenings, Defendants did not provide Plaintiff  
23 Elizarraras and other aggrieved employees a mechanism to record this time so they could be  
24 compensated for the time spent undergoing mandatory health-screenings and/or temperature  
25 checks.

26 131. As stated, Defendants knew or should have known that, as a result of their  
27 policies and practices, Plaintiffs and other aggrieved employees were performing some of  
28 their assigned duties during unpaid meal periods, and were suffered or permitted to perform

1 work for which they were not paid. Defendants also knew, or should have known, that it did  
2 not compensate Plaintiffs and other aggrieved employees for this off-the-clock work and  
3 unrecorded overtime hours. Because Plaintiffs and other aggrieved employees worked shifts  
4 of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock  
5 work qualified for overtime premium pay.

6 132. Furthermore, Defendants did not pay Plaintiff Elizarraras and other aggrieved  
7 employees the correct overtime rates for the recorded overtime hours that they generated. In  
8 addition to an hourly wage, Defendants paid Plaintiff Elizarraras and other aggrieved  
9 employees shift differential pay, incentive pay and/or nondiscretionary bonuses. However, in  
10 violation of the California Labor Code, Defendants failed to incorporate all remunerations,  
11 including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the  
12 calculation of the regular rate of pay for purposes of calculating the overtime wage rates.  
13 Therefore, during times when Plaintiff Elizarraras and other aggrieved employees worked  
14 overtime and received these other forms of pay, Defendants failed to pay all overtime wages  
15 by paying a lower overtime rate than required.

16 133. Additionally, during the relevant time period, Defendants maintained and  
17 implemented a company-wide policy of requiring employees to travel to a medical facility on  
18 their own time and using their own personal vehicles or alternate transportation to undergo  
19 mandatory drug testing and/or physical examinations. At all times, Defendants were in  
20 control of scheduling the date and time for the testing and/or physical examinations, selecting  
21 the provider or facility where the testing and/or physical examinations were to take place, and  
22 determining the scope of the testing and/or physical examinations. Defendants gave other  
23 aggrieved employees strict instructions to undergo drug testing and/or physical examinations,  
24 and other aggrieved employees underwent the testing and/or examinations for the sole benefit  
25 of Defendants. Other aggrieved employees were required to travel in their own personal  
26 vehicles or obtain alternate transportation and spend time undergoing Defendants' mandatory  
27 drug tests and/or physical examinations. However, Defendants did not compensate other  
28 aggrieved employees for the time they spent traveling to and from the medical facilities and

1 undergoing the mandatory drug testing and/or physical examinations.

2 134. Defendants' failure to compensate Plaintiffs and other aggrieved employees  
3 with all required overtime pay and failure to properly calculate the overtime rates paid to  
4 Plaintiffs and other aggrieved employees, is in violation of California Labor Code sections  
5 510 and 1198, and the applicable IWC Wage Order. Additionally, Defendants' failure to  
6 compensate Plaintiffs and other aggrieved employees with at least minimum wages for all  
7 hours worked is in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,  
8 and 1198, and the applicable IWC Wage Order.

9 135. As also stated, during the relevant time period, Defendants maintained a  
10 company-wide, unlawful written meal period policy insofar as it fails to state the timing of  
11 when meal periods must occur. Under California law, first meal periods must start after no  
12 more than five hours of work, and second meal periods must start after no more than ten hours  
13 of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, Defendants' written meal period  
14 policy states, in part: "I understand I am entitled to an unpaid meal period of at least thirty  
15 (30) minutes if I work more than five (5) hours a day. In addition, I understand that I am  
16 entitled to a second unpaid meal period of at least thirty (30) minutes if I work more than ten  
17 (10) hours a day. . . ." Defendants' written policy fails to state the correct timing of when the  
18 first meal period must take place (i.e., within the first five (5) hours of work) and the timing of  
19 when the second meal period must take place (i.e., within the first ten (10) hours of work)  
20 under California law, and is therefore facially invalid.

21 136. Second, as stated, Defendants had, and continue to have, a company-wide  
22 policy and/or practice of understaffing locations while simultaneously assigning heavy  
23 workloads, which has resulted in a lack of meal period coverage and prevented Plaintiffs and  
24 other aggrieved employees from taking all timely, uninterrupted meal periods to which they  
25 were entitled. For example, Plaintiff Elizarraras's time punch records show her meal periods  
26 were cut short by several minutes at a time on 01/02/2021, 01/06/2021, 01/11/2021,  
27 01/13/2021, 01/14/2021, 01/16/2021, 01/18/2021, 01/22/2021, 01/25/2021, 01/26/2021,  
28 01/29/21, 01/30/2021, 02/01/2021, 02/03/2021, 02/9/2021, and 02/10/2021, as Plaintiff

1 Elizarraras was often the only Machine Operator on duty in her department and would be  
2 instructed by her supervisors to return to work early to complete her workload. Furthermore,  
3 as stated, Defendants had a company-wide policy and/or practice of failing to schedule meal  
4 periods, which further prevented Plaintiffs and other aggrieved employees from taking all  
5 timely, uninterrupted thirty (30) minute meal periods. For example, on several occasions,  
6 Plaintiff Elizarraras was not released for a timely meal period because other employees were  
7 unavailable to relieve her of duties. Additionally, because Defendants failed to schedule meal  
8 periods, three times per week, Plaintiff Elizarraras was required to use her personal cellular  
9 phone to contact a supervisor to ask to be released for her meal period. Plaintiff Elizarraras's  
10 time punch records show several instances of these late meal periods, i.e., meal periods taken  
11 after the fifth hour of work, on 01/22/2021 and 02/09/2021.

12 137. Furthermore, as stated, because Defendants frowned upon employees accruing  
13 meal period penalties, Defendants' management pressured Plaintiff Valenzuela and other  
14 aggrieved employees to clock out for meal periods and/or would adjust Plaintiff Valenzuela's  
15 and other aggrieved employees' time records to reflect compliant meal periods, regardless of  
16 whether they had received a compliant meal period or not, in order to strictly limit meal  
17 penalties that would need to be paid by Defendants.

18 138. Defendants' practices and policies prevented Plaintiffs and other aggrieved  
19 employees from taking all compliant meal periods to which they were entitled. As a result,  
20 Plaintiffs and other aggrieved employees would be forced to work in excess of five (5) hours  
21 before taking a meal period and, at times, had their meal periods interrupted and/or had to  
22 forgo their meal periods altogether.

23 139. Additionally, Defendants did not provide Plaintiffs and other aggrieved  
24 employees with second 30-minute meal periods on days that they worked in excess of ten (10)  
25 hours in one day. For example, Plaintiff Elizarraras's time punch records indicate she was not  
26 provided a full 30-minute meal period when working in excess of ten (10) hours on  
27 01/06/2021 and 01/08/2021. Plaintiffs and other aggrieved employees did not sign valid meal  
28 period waivers on days that they were entitled to meal periods and were not relieved of all

1 duties for such meal periods.

2 140. Defendants knew or should have known that as a result of their company-wide  
3 policies and/or practices, Plaintiffs and other aggrieved employees were prevented from being  
4 relieved of all duties and required to perform some of their assigned duties during meal  
5 periods. Defendants further knew or should have known that it did not pay Plaintiffs and  
6 other aggrieved employees meal period premiums when meal periods were missed, late,  
7 shortened, and/or interrupted.

8 141. As described above, Defendants' company-wide policy and/or practice of  
9 rounding employee clock-in and clock-out time durations in their timekeeping system  
10 prevented Plaintiff Elizarraras and other aggrieved employees from receiving meal period  
11 premiums when they took late and/or shortened meal periods. Thus, to the extent that  
12 Defendants' timekeeping system reported that Plaintiff Elizarraras and other aggrieved  
13 employees were provided with timely, full 30-minute meal periods when, in fact, the meal  
14 periods were taken after the fifth hour of work or were less than 30 minutes, Plaintiff  
15 Elizarraras and other aggrieved employees were entitled to a meal period penalty. For  
16 example, on 02/09/2021, Plaintiff Elizarraras clocked in at the start of her shift at 6:56 a.m.  
17 and clocked out for her meal period at 12:00 p.m., working a total of 5 hours and 4 minutes  
18 (or 5.07 hours). However, according to Plaintiff Elizarraras's time sheets, Defendants  
19 calculated the first half as 5.00 hours worked. Plaintiff Elizarraras did not receive a meal  
20 period penalty for this improperly rounded meal period.

21 142. Defendants' failure to provide meal periods to Plaintiffs and other aggrieved  
22 employees is in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and  
23 the applicable IWC Wage Order.

24 143. As with meal periods, Defendants' company-wide policies and practices  
25 prevented Plaintiffs and other aggrieved employees from being relieved of all duties to take  
26 their rest periods. Defendants also failed to schedule rest periods, which, coupled with  
27 Defendants' failure to provide adequate rest period coverage and requirement that Plaintiffs  
28 and/or other aggrieved employees remain on the work premises during rest periods, further led

1 to Plaintiffs and other aggrieved employees not being authorized and permitted to take rest  
2 periods. For example, during her employment, Plaintiff Elizarraras was not permitted to take  
3 full and complete ten (10) minute rest periods, and instead would miss rest periods or have  
4 them interrupted due to Defendants' practices of understaffing, failing to schedule rest  
5 periods, and resultant lack of coverage, as Plaintiff Elizarraras was often the only Machine  
6 Operator on duty in her department. Defendants' failure to authorize and permit Plaintiffs and  
7 other aggrieved employees to take rest periods is in violation of California Labor Code  
8 sections 226.7, 516, and 1198, and the applicable IWC Wage Order.

9 144. California Labor Code section 206.5 prohibits employers from requiring  
10 employees to execute releases of a claim or right "on account of wages due, or to become due,  
11 or made as an advance on wages to be earned, unless payment of those wages has been made.  
12 A release required or executed in violation of the provisions of this section shall be null and  
13 void as between the employer and the employee."

14 145. During the relevant time period, on information and belief, Defendants required  
15 Plaintiff Elizarraras and other aggrieved employees to release their claims for unpaid wages as  
16 a condition to receiving their paychecks. For example, during the hiring process, Defendants  
17 prospectively required Plaintiff Elizarraras and other aggrieved employees to sign a blanket  
18 verification stating they had received all meal and rest periods, regardless of if they were  
19 provided with a compliant meal period and/or authorized or permitted to take a compliant rest  
20 period. Defendants compelled Plaintiff Elizarraras and other aggrieved employees to sign  
21 these false verifications when they, in fact, they were not provided all meal periods or were  
22 not authorized or permitted to take all rest periods and/or had not been able to accurately  
23 record all of the hours they had worked.

24 146. Defendants' policy and practice of requiring Plaintiff Elizarraras and other  
25 aggrieved employees to release their claims for uncompensated hours worked and/or other pay  
26 owed to them is in violation of California Labor Code section 206.5.

27 147. At all relevant times herein, California Labor Code section 222.5 requires  
28 employers to pay for the costs an employee incurs for obtaining any required medical or

1 physical examination.

2 148. During the relevant time period, Defendants implemented, on a company-wide  
3 basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory  
4 physical examination and/or drug testing, but required them to do so at their own expense. As  
5 stated, Defendants had a company-wide policy requiring that all employees travel to a  
6 specified medical facility on their own time and using their own means of transportation to  
7 undergo drug testing and/or physical examinations. At all times, Defendants were in control  
8 of scheduling the date and time for the testing and/or examinations, selecting the  
9 provider/facility where the testing and/or examinations were to take place, and determining  
10 the scope of the testing and/or examinations.

11 149. However, Defendants did not compensate other aggrieved employees for the  
12 time they spent traveling to and from the medical facilities, for the time they spent undergoing  
13 the drug testing and/or examinations, or reimburse them for the travel expenses they incurred  
14 getting to and from the medical facilities. Defendants' policy and/or practice of not paying for  
15 all costs other aggrieved employees incurred obtaining mandatory physical examinations  
16 and/or drug testing is in violation of California Labor Code section 222.5.

17 150. California Labor Code section 1198 provides that no employer may employ an  
18 employee under conditions of labor that are prohibited by the applicable IWC wage order.  
19 California Labor Code section 1198 further requires that ". . . the standard conditions of labor  
20 fixed by the commission shall be the . . . standard conditions of labor for employees. The  
21 employment of any employee . . . under conditions of labor prohibited by the order is  
22 unlawful."

23 151. California Code of Regulations, Title 8, provides that "When an employee  
24 works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the  
25 minimum wage for that workday, except when the employee resides at the place of  
26 employment." Aggrieved employees did not reside at Defendants' locations. California Code  
27 of Regulations, Title 8, defines a split shift as "a work schedule, which is interrupted by non-  
28 paid non-working periods established by the employer, other than bona fide rest or meal

1 periods.”

2 152. Defendants violated California Labor Code section 1198 and California Code  
3 of Regulations, Title 8, because Defendants failed to pay other aggrieved employees a split-  
4 shift premium when they returned to work for an additional shift in the same day, after having  
5 been clocked out for more than an hour.

6 153. Defendants scheduled other aggrieved employees to work shifts that were  
7 separated by more than one (1) hour of time, but failed to pay them one (1) hour’s pay at the  
8 minimum wage in addition to the minimum wage for that workday. Accordingly, Defendants  
9 required other aggrieved employees to work split shifts, but failed to pay them the split shift  
10 premium wage in violation of California Labor Code section 1198.

11 154. Defendants’ failure to compensate other aggrieved employees with split-shift  
12 pay when they returned to work for an additional shift in the same day, after having been  
13 clocked out for more than an hour, violates California Labor Code section 1198.

14 155. At all relevant times herein, California’s Wage Theft Prevention Act was  
15 enacted to ensure that employers provide employees with basic information material to their  
16 employment relationship at the time of hiring, and to ensure that employees are given written  
17 and timely notice of any changes to basic information material to their employment. Codified  
18 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the  
19 time of hiring, an employer must provide written notice to employees containing basic and  
20 material payroll information, including, among other things, the rate(s) of pay and basis  
21 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,  
22 including any rates for overtime, the regular payday designated by the employer, and any  
23 allowances claims as part of the minimum wage, including meal or lodging allowances.  
24 Effective January 1, 2015, an employer’s written notice pursuant to section 2810.5 must also  
25 include a statement that the employee may accrue and use sick leave; has a right to request  
26 and use accrued paid sick leave; may not be terminated or retaliated against for using or  
27 requesting the use of accrued paid sick leave; and has the right to file a complaint against an  
28 employer who retaliates. Labor Code § 2810.5(a)(1)(A)-(C).

156. At all relevant times, on information and belief, Defendants failed to provide written notice to Plaintiffs and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C) on a company-wide basis.

157. Defendants' failure to provide Plaintiffs and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5.

158. At all relevant times herein, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees.

159. During the relevant period, as stated above, Defendants failed to provide Plaintiff Elizarraras and other aggrieved employees with personal protective equipment, such as face masks to keep them safe in the workplace. Despite the fact that Defendants required Plaintiff Elizarraras and other aggrieved employees to wear certain personal protective equipment, including face masks, while engaged in their work-related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff Elizarraras and other aggrieved employees to keep them safe.

160. Thus, Defendants' failure to provide Plaintiff Elizarraras and other aggrieved employees with safety devices and safeguards violates California Labor Code sections 6401 and 6403.

161. Therefore, Plaintiffs and/or other aggrieved employees are entitled to recover civil penalties pursuant to section 2699(a), (f), and (g).

## **TENTH CAUSE OF ACTION**

### **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

#### **Unlawful Business Practices**

#### **(Brought by Plaintiff Valenzuela Against All Defendants)**

1           162. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
2 and every allegation set forth above.

3           163. Defendants are “persons” as defined by California Business & Professions  
4 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,  
5 and/or associations.

6           164. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,  
7 unlawful and harmful to Plaintiff Valenzuela, class members, and to the general public.  
8 Plaintiff Valenzuela has suffered injury in fact and has lost money as a result of Defendants’  
9 unlawful business practices. Plaintiff Valenzuela seeks to enforce important rights affecting  
10 the public interest within the meaning of Code of Civil Procedure section 1021.5.

11           165. Defendants’ activities, as alleged herein, are violations of California law, and  
12 constitute unlawful business acts and practices in violation of California Business &  
13 Professions Code sections 17200, *et seq.*

14           166. A violation of California Business & Professions Code sections 17200, *et seq.*  
15 may be predicated on the violation of any state or federal law. In the instant case, Defendants’  
16 policies and practices have violated state law in at least the following respects:

- 17           (a) Requiring non-exempt, hourly paid employees, including Plaintiff  
18 Valenzuela and class members, to work overtime without paying them  
19 proper compensation in violation of California Labor Code sections 510  
20 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 21           (b) Failing to pay at least minimum wage to Plaintiff Valenzuela and class  
22 members in violation of California Labor Code sections 1182.12, 1194,  
23 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged  
24 herein;
- 25           (c) Failing to provide uninterrupted meal periods to Plaintiff Valenzuela and  
26 class members in violation of California Labor Code sections 226.7,  
27 512(a), and 1198, and the applicable IWC Wage Order, as alleged herein;
- 28           (d) Failing to authorize and permit Plaintiff Valenzuela and class members

1 to take uninterrupted rest periods in violation of California Labor Code  
2 sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as  
3 alleged herein;

4 (e) Failing to provide Plaintiff Valenzuela and class members with accurate  
5 wage statements and failing to maintain accurate payroll records in  
6 violation of California Labor Code sections 226(a), 1174(d), and 1198,  
7 and the applicable IWC Wage Order, as alleged herein;

8 (f) Failing to pay reporting time pay in violation of California Labor Code  
9 section 1198 and the applicable IWC Wage Order, as alleged herein;

10 (g) Failing timely to pay all earned wages to Plaintiff Valenzuela and class  
11 members in violation of California Labor Code section 204 and the  
12 applicable IWC Wage Order, as alleged herein; and

13 (h) Failing to provide written notice of information material to Plaintiff  
14 Valenzuela's and class members' employment with Defendants in  
15 violation of Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

16 167. At all relevant times herein, California's Wage Theft Prevention Act was  
17 enacted to ensure that employers provide employees with basic information material to their  
18 employment relationship at the time of hiring, and to ensure that employees are given written  
19 and timely notice of any changes to basic information material to their employment. Codified  
20 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the  
21 time of hiring, an employer must provide written notice to employees containing basic and  
22 material payroll information, including, among other things, the rate(s) of pay and basis  
23 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,  
24 including any rates for overtime, the regular payday designated by the employer, and any  
25 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor  
26 Code § 2810.5(a)(1)(A)-(C).

27 168. At all relevant times, on information and belief, Defendants failed to provide  
28 written notice to Plaintiff Valenzuela and class members that lists the requisite information set

1 forth in Labor Code section 2810.5(a)(1)(A)-(C) on a company-wide basis.

2 169. Defendants' failure to provide Plaintiff Valenzuela and class members with  
3 written notice of basic information regarding their employment with Defendants is in violation  
4 of Labor Code section 2810.5.

5 170. As a result of the violations of California law herein described, Defendants  
6 unlawfully gained an unfair advantage over other businesses. Plaintiff Valenzuela and class  
7 members have suffered pecuniary loss by Defendants' unlawful business acts and practices  
8 alleged herein.

9 171. Pursuant to California Business & Professions Code sections 17200 *et seq.*,  
10 Plaintiff Valenzuela and class members are entitled to restitution of the wages withheld and  
11 retained by Defendants during a period that commences four years prior to the filing of this  
12 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to  
13 Plaintiff Valenzuela and class members; and an award of attorneys' fees pursuant to California  
14 Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

## 15 **ELEVENTH CAUSE OF ACTION**

### 16 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

#### 17 **Unfair Business Practices**

#### 18 **(Brought by Plaintiff Valenzuela Against All Defendants)**

19 172. Plaintiffs incorporate by reference and re-allege as if fully stated herein each  
20 and every allegation set forth above.

21 173. Defendants are "persons" as defined by California Business & Professions  
22 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,  
23 and/or associations.

24 174. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
25 and harmful to Plaintiff Valenzuela, class members, and to the general public. Plaintiff  
26 Valenzuela has suffered injury in fact and has lost money as a result of Defendants' unfair  
27 business practices. Plaintiff Valenzuela seeks to enforce important rights affecting the public  
28 interest within the meaning of Code of Civil Procedure section 1021.5.

175. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff Valenzuela and class members all meal and rest period premium wages due to them under Labor Code section 226.7, deprived Plaintiff Valenzuela and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff Valenzuela and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

176. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies and practices have violated the spirit of California’s meal and rest period laws and constitute acts against the public policy behind these laws.

177. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff Valenzuela and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff Valenzuela and class members; an award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

### **REQUEST FOR JURY TRIAL**

Plaintiffs request a trial by jury.

### **PRAYER FOR RELIEF**

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in

1 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs  
2 reserve the right to amend their prayer for relief to seek a different amount.

3 **Class Certification**

4 2. That this case be certified as a class action;

5 3. That Plaintiff Valenzuela be appointed as the representative of the Class and  
6 Subclass;

7 4. That counsel for Plaintiffs be appointed as class counsel.

8 **As to the First Cause of Action**

9 5. That the Court declare, adjudge, and decree that Defendants violated California  
10 Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to  
11 pay all overtime wages due to Plaintiff Valenzuela and class members;

12 6. For general unpaid wages at overtime wage rates and such general and special  
13 damages as may be appropriate;

14 7. For pre-judgment interest on any unpaid overtime compensation commencing  
15 from the date such amounts were due, or as otherwise provided by law;

16 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
17 California Labor Code section 1194(a); and

18 9. For such other and further relief as the Court may deem equitable and  
19 appropriate.

20 **As to the Second Cause of Action**

21 10. That the Court declare, adjudge and decree that Defendants violated California  
22 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage  
23 Order by willfully failing to pay minimum wages to Plaintiff Valenzuela and class members;

24 11. For general unpaid wages and such general and special damages as may be  
25 appropriate;

26 12. For pre-judgment interest on any unpaid compensation from the date such  
27 amounts were due, or as otherwise provided by law;

28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code section 1194(a);

2 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

3 15. For such other and further relief as the Court may deem equitable and  
4 appropriate.

5 **As to the Third Cause of Action**

6 16. That the Court declare, adjudge, and decree that Defendants violated California  
7 Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by  
8 willfully failing to provide all meal periods to Plaintiff Valenzuela and class members;

9 17. That the Court make an award to the Plaintiff and class members of one (1)  
10 hour of pay at each employee's regular rate of pay for each workday that a meal period was  
11 not provided;

12 18. For all actual, consequential, and incidental losses and damages, according to  
13 proof;

14 19. For premiums pursuant to California Labor Code section 226.7(c);

15 20. For pre-judgment interest on any unpaid meal period premiums from the date  
16 such amounts were due, or as otherwise provided by law;

17 21. For attorneys' fees pursuant to California Code of Civil Procedure section  
18 1021.5, or as otherwise provided by law; and

19 22. For such other and further relief as the Court may deem equitable and  
20 appropriate.

21 **As to the Fourth Cause of Action**

22 23. That the Court declare, adjudge and decree that Defendants violated California  
23 Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully  
24 failing to authorize and permit Plaintiff Valenzuela and class members to take all rest periods;

25 24. That the Court make an award to the Plaintiff Valenzuela and class members of  
26 one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period  
27 was not provided;

28 25. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 26. For premiums pursuant to California Labor Code section 226.7(c);

3 27. For pre-judgment interest on any unpaid rest period premiums from the date  
4 such amounts were due, or as otherwise provided by law;

5 28. For attorneys' fees pursuant to California Code of Civil Procedure section  
6 1021.5, or as otherwise provided by law; and

7 29. For such other and further relief as the Court may deem equitable and  
8 appropriate.

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

10 30. That the Court declare, adjudge and decree that Defendants violated the  
11 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC  
12 Wage Order as to Plaintiff Valenzuela and Subclass members, and willfully failed to provide  
13 accurate itemized wage statements thereto;

14 31. For all actual, consequential and incidental losses and damages, according to  
15 proof;

16 32. For injunctive relief pursuant to California Labor Code section 226(h);

17 33. For statutory penalties pursuant to California Labor Code section 226(e);

18 34. For attorneys' fees and costs pursuant to California Labor Code section  
19 226(e)(1); and

20 35. For such other and further relief as the Court may deem equitable and  
21 appropriate.

22 **As to the Sixth Cause of Action**

23 36. That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,  
25 meal and rest period premiums, and/or reporting time pay owed at the time of termination of  
26 the employment of Plaintiff Valenzuela and other terminated class members;

27 37. For all actual, consequential and incidental losses and damages, according to  
28 proof;

1           38.     For waiting time penalties according to proof pursuant to California Labor  
2 Code section 203 for all employees who have left Defendants' employ;

3           39.     For pre-judgment interest on any unpaid wages from the date such amounts  
4 were due, or as otherwise provided by law;

5           40.     For attorneys' fees pursuant to California Code of Civil Procedure section  
6 1021.5, or as otherwise provided by law; and

7           41.     For such other and further relief as the Court may deem equitable and  
8 appropriate.

9                                   **As to the Seventh Cause of Action**

10          42.     That the Court declare, adjudge and decree that Defendants violated California  
11 Labor Code section 204 by willfully failing to timely pay Plaintiff Valenzuela and class  
12 members overtime wages, minimum wages, meal and rest period premiums, and/or reporting  
13 time pay during their employment;

14          43.     For all actual, consequential and incidental losses and damages, according to  
15 proof;

16          44.     For statutory penalties according to proof pursuant to California Labor Code  
17 section 210;

18          45.     For pre-judgment interest on any unpaid wages from the date such amounts  
19 were due, or as otherwise provided by law;

20          46.     For attorneys' fees pursuant to California Code of Civil Procedure section  
21 1021.5, or as otherwise provided by law; and

22          47.     For such other and further relief as the Court may deem equitable and  
23 appropriate.

24                                   **As to the Eighth Cause of Action**

25          48.     That the Court declare, adjudge and decree that Defendants violated California  
26 Labor Code section 1198 and California Code of Regulations, Title 8, section 11080(5)(A) by  
27 failing to provide Plaintiff Valenzuela and class members with reporting time pay;

28          49.     For all actual, consequential and incidental losses and damages, according to

1 proof;

2 50. For pre-judgment interest on any unpaid wages from the date such amounts  
3 were due, or as otherwise provided by law; and

4 51. For such other and further relief as the Court may deem equitable and  
5 appropriate.

6 **As to the Ninth Cause of Action**

7 52. That the Court declare, adjudge and decree that Defendants violated the  
8 following California Labor Code provisions as to Plaintiffs and/or other aggrieved employees:  
9 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and  
10 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and  
11 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and  
12 permit all rest periods); 226(a), 1174(d) and 1198 (by failing to provide accurate wage  
13 statements and maintain accurate payroll records); 204 (by failing timely to pay all earned  
14 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon  
15 termination); 204 (by failing to timely pay all earned wages during employment); 206.5 (by  
16 requiring employees to execute a release of claims for wages due); 222.5 (by failing to pay the  
17 costs of mandatory physical examinations and/or drug testing); 1198 (by failing to provide  
18 reporting time pay); 1198 (by failing to provide split-shift pay); 2802 (by failing to reimburse  
19 business expenses); 2810.5 (by failing to provide written notice of material terms of  
20 employment); and 6401 and 6403 (by failing to provide safety devices and safeguards);

21 53. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,  
22 558, 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code  
23 sections 201, 202, 203, 204, 206.5, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,  
24 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

25 54. For attorneys' fees and costs pursuant to California Labor Code section  
26 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California  
27 Labor Code sections 201, 202, 203, 204, 206.5, 222.5, 226(a), 226.7, 510, 512(a), 516,  
28 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

1           55.     For pre-judgment and post-judgment interest as provided by law; and  
2           56.     For such other and further relief as the Court may deem equitable and  
3 appropriate.

4                           **As to the Tenth Cause of Action**

5           57.     That the Court declare, adjudge and decree that Defendants conduct of failing  
6 to provide Plaintiff Valenzuela and class members all overtime wages due to them, failing to  
7 provide Plaintiff Valenzuela and class members all minimum wages due to them, failing to  
8 provide Plaintiff Valenzuela and class members all meal periods, failing to authorize and  
9 permit Plaintiff Valenzuela and class members to take all rest periods, failing to provide  
10 Plaintiff Valenzuela and class members accurate and complete wage statements, failing to  
11 maintain accurate payroll records for Plaintiff Valenzuela and class members, failing to timely  
12 pay Plaintiff Valenzuela and class members all earned wages during employment, failing to  
13 pay reporting time pay, and failing to provide written notice of information material to  
14 employment, constitutes an unlawful business practice in violation of California Business and  
15 Professions Code sections 17200, *et seq.*;

16           58.     For restitution of unpaid wages to Plaintiff Valenzuela and all class members  
17 and prejudgment interest from the day such amounts were due and payable;

18           59.     For the appointment of a receiver to receive, manage and distribute any and all  
19 funds disgorged from Defendants and determined to have been wrongfully acquired by  
20 Defendants as a result of violations of California Business & Professions Code sections 17200  
21 *et seq.*;

22           60.     For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
23 California Code of Civil Procedure section 1021.5; and

24           61.     For such other and further relief as the Court may deem equitable and  
25 appropriate.

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

27           62.     That the Court declare, adjudge and decree that Defendants' conduct of denying  
28 Plaintiff Valenzuela and class members the statutory benefits guaranteed under section 226.7

1 constitutes an unfair business practice in violation of California Business and Professions  
2 Code sections 17200, *et seq.*;

3 63. For restitution of the statutory benefits under section 226.7 unfairly withheld  
4 from Plaintiff Valenzuela and class members and prejudgment interest from the day such  
5 amounts were due and payable;

6 64. For the appointment of a receiver to receive, manage and distribute any and all  
7 funds disgorged from Defendants and determined to have been wrongfully acquired by  
8 Defendants as a result of violations of California Business & Professions Code sections 17200  
9 *et seq.*;

10 65. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
11 California Code of Civil Procedure section 1021.5;

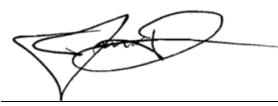
12 66. For pre-judgment and post-judgment interest as provided by law; and

13 67. For such other and further relief as the Court may deem equitable and  
14 appropriate.  
15

16 Dated: October 3, 2022

Respectfully submitted,

Capstone Law APC

18  
19 By: 

20 Robert Drexler  
21 Molly DeSario  
22 Jonathan Lee

23 Attorneys for Plaintiffs Isabel Valenzuela and  
24 Rosalva Elizarraras  
25  
26  
27  
28

**EXHIBIT “1”**

MAO SHIOKURA  
310.712.8030 Direct  
Mao.Shiokura@capstonelawyers.com

December 6, 2018

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.tfaforms.net/198>)

Subject: *Isabel Valenzuela v. Langer Juice Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Isabel Valenzuela in connection with her claims under the California Labor Code. Ms. Valenzuela was an employee of LANGER JUICE COMPANY, INC. and/or LANGER FARMS LLC. For the purpose of this letter, Ms. Valenzuela collectively refers to these entities as "LANGER."

The employers may be contacted directly at the addresses below:

LANGER JUICE COMPANY, INC.  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

LANGER FARMS LLC  
19300 COPUS ROAD  
BAKERSFIELD CA 93311

LANGER FARMS LLC  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

Ms. Valenzuela intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Valenzuela seeks relief on behalf of herself, the State of California, and other persons who are or were employed by LANGER as a non-exempt, hourly-paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

LANGER employed Ms. Valenzuela as an hourly-paid, non-exempt employee from approximately November 18, 2005, to May 31, 2018. Throughout her employment, Ms. Valenzuela worked for LANGER in Bakersfield, California. During her employment with LANGER, Ms. Valenzuela worked in various positions, including Laboratory Technician from 2008 to 2015, then Barreler from 2015 to 2016, and finally, Sorter from 2016 to May 31, 2018. Ms. Valenzuela worked approximately eight (8) to twelve (12) hours or more per day, five (5) days per week, and 50 hours or more per week. At the time Ms. Valenzuela's employment with LANGER ended, she was compensated approximately \$11.00 per hour. Her job duties included, without limitation, checking all fruit to be processed to ensure that there are no adulterations, barreling fruit concentrate, conducting quality control to ensure that the color and sweetness of the product meet customer standards, and maintaining a clean work area.

LANGER committed one or more of the following Labor Code violations against Ms. Valenzuela, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):<sup>1</sup>

#### **LANGER's Company-Wide and Uniform Payroll and HR Practices**

LANGER JUICE is a family-owned beverage company that makes over 200 products which are distributed and sold throughout the United States. LANGER JUICE COMPANY, INC. is a California corporation and LANGER FARMS LLC is a California limited liability company; they are headquartered in either City of Industry or Bakersfield, California. Upon information and belief, LANGER maintains a single, centralized Human Resources (HR) department at its corporate headquarters in City of Industry or Bakersfield, California, for all non-exempt, hourly-paid employees working for LANGER in California, including Ms. Valenzuela and other aggrieved employees. At all relevant times, LANGER issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly-paid employees in California, including Ms. Valenzuela and other aggrieved employees, regardless of their location or position.

Upon information and belief, LANGER maintains a centralized Payroll department at their corporate headquarters in City of Industry or Bakersfield, California, which processes payroll for all non-exempt, hourly-paid employees working for LANGER in California, including Ms. Valenzuela and other aggrieved employees. Further, LANGER issues the same formatted wage statements in the same manner for all non-exempt, hourly-paid employees working in California, including Ms. Valenzuela and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, LANGER utilized the same methods and formulas when calculating wages due to Ms. Valenzuela and other aggrieved employees in California.

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<sup>1</sup> These facts, theories, and claims are based on Ms. Valenzuela's experience and counsel's review of those records currently available relating to Ms. Valenzuela's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Valenzuela reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

LANGER willfully failed to pay all overtime wages owed to Ms. Valenzuela and other aggrieved employees. During the relevant time period, Ms. Valenzuela and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, LANGER had, and continues to have, a company-wide policy and/or practice of understaffing their locations, resulting in a lack of meal break coverage. Additionally, LANGER had a uniform policy of failing to schedule meal periods, which discouraged and impeded Ms. Valenzuela and other aggrieved employees from taking compliant, uninterrupted meal periods. LANGER’s management required Ms. Valenzuela and other aggrieved employees to either work through their meal periods or have their meal periods shortened or interrupted because LANGER’s facility was understaffed. For example, Ms. Valenzuela was often the only employee on duty in her department, which routinely impeded her from taking a compliant meal period. Instead, Ms. Valenzuela would continue to check all fruit to be processed to ensure that there were no adulterations, barrel fruit concentrate, conduct quality control to ensure the color and sweetness of the product met customer standards, and keep her work area clean. As a result of LANGER’s company-wide policies and/or practices, including, but not limited to, understaffing and a lack of meal period coverage, Ms. Valenzuela and other aggrieved employees were not permitted and authorized to take uninterrupted 30-minute meal periods during shifts in which they were entitled to receive meal periods. Further, Ms. Valenzuela and other aggrieved employees were required to clock out for meal period regardless of whether Ms. Valenzuela and other aggrieved employees received a full 30-minute uninterrupted meal period. Thus, Ms. Valenzuela and other aggrieved employees missed meal periods and had their meal periods interrupted, but were not compensated for this time. Ms. Valenzuela and other aggrieved employees did not sign valid meal break waivers on days that they were entitled to meal periods but were not relieved of all duties.

LANGER knew or should have known that, as a result of their policies and practices, Ms. Valenzuela and other aggrieved employees were performing some of their assigned duties during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. LANGER also knew, or should have known, that it did not compensate Ms. Valenzuela and other aggrieved employees for this off-the-clock work and unrecorded overtime hours. Because Ms. Valenzuela and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Valenzuela and other aggrieved employees were not paid overtime wages for all of the overtime hours they worked. LANGER’s failure to pay Ms. Valenzuela and other aggrieved employees the

balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, LANGER did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, LANGER paid other aggrieved employees shift differential pay, incentive pay and/or nondiscretionary bonuses. However, in violation of the California Labor Code, LANGER failed to incorporate all remunerations, including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, LANGER failed to pay all overtime wages by paying a lower overtime rate than required.

Ms. Valenzuela and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 8 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11080(2)(G) (defining "Hours Worked").

As set forth above, due to LANGER's company-wide practices and policies of understaffing and failure to schedule meal periods, Ms. Valenzuela and other aggrieved employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, resulting in them working off-the-clock. Also, as set forth above, LANGER required Ms. Valenzuela and other aggrieved employees to clock out for 30 minutes during meal breaks regardless of whether or not Ms. Valenzuela and other aggrieved employees received a full 30-minute uninterrupted meal break.

LANGER did not pay minimum wages for all hours worked by Ms. Valenzuela and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LANGER did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, LANGER regularly failed to pay at least minimum wages to Ms. Valenzuela and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Valenzuela and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 226.7, 512(a) and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 1198 and the applicable IWC Wage Order require employers to provide meal and rest breaks and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

At all relevant times, as stated above, LANGER had, and continues to have, a company-wide policy and/or practice of understaffing, which resulted in insufficient break coverage to allow Ms. Valenzuela and other aggrieved employees to be relieved of their duties to take meal periods. Additionally, LANGER discouraged and impeded Ms. Valenzuela and other aggrieved employees from taking compliant breaks by failing to schedule meal periods. As a result of LANGER's practices and/or policies, Ms. Valenzuela and other aggrieved employees were required to work through their shifts without taking compliant meal periods. Because LANGER failed to schedule meal periods even though it is aware and knows that employees are entitled to such meal periods, Ms. Valenzuela and other aggrieved employees took their meal periods late or missed them entirely. Additionally, LANGER required Ms. Valenzuela and other aggrieved employees to clock out for 30 minutes during meal breaks regardless of whether Ms. Valenzuela and other aggrieved employees actually received a full 30-minute uninterrupted meal break. For example, Ms. Valenzuela would regularly clock out within the first five hours of her shift but continue performing tasks, such as performing quality control and barreling fruit concentrate, because she was required to remain at work as there was no one to relieve her while she completed her daily tasks. Thus, Ms. Valenzuela and other aggrieved employees missed their meal periods altogether, had their meal periods late, or had their meal periods interrupted by supervisors requesting them to return to work while clocked out for meal breaks.

Further, LANGER did not provide Ms. Valenzuela and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Ms. Valenzuela sometimes worked shifts in excess of ten (10) hours in one day, but LANGER never permitted her to take a second 30-minute meal period. Instead, Ms. Valenzuela continued to work until she clocked out for the end of her shift.

At all times herein mentioned, LANGER knew or should have known that, as a result of their policies, including understaffing and failing to schedule meal periods, Ms. Valenzuela and other aggrieved employees have been required to perform some of their assigned duties during meal periods. As a result, Ms. Valenzuela and other aggrieved employees had to work through part or all of their meal periods. LANGER further knew or should have known that LANGER did not pay Ms.

Valenzuela and other aggrieved employees meal period premium wages when meal periods were late, interrupted, or missed because Ms. Valenzuela and other aggrieved employees did not sign valid meal break waivers on days that they were entitled to meal periods and were not relieved of all duties.

LANGER also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Valenzuela and other aggrieved employees have not received premium pay for missed meal periods. Alternatively, to the extent that LANGER did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because LANGER did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as shift differential pay, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, LANGER failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), and 1198. Ms. Valenzuela and other aggrieved employees are entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 226.7 and 1198 – Failure to Provide Rest Periods**

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time 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" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

As with meal periods, LANGER's company-wide policy and practice of understaffing prevented Ms. Valenzuela and other aggrieved employees from being relieved of all duty to take compliant rest periods. Additionally, LANGER had no policy of scheduling rest periods for employees, which, when combined with understaffing, resulted in a lack of break coverage. As a result, LANGER failed to provide a mechanism for Ms. Valenzuela and other aggrieved employees to take compliant rest breaks. Furthermore, LANGER failed to inform Ms. Valenzuela and other aggrieved employees of their right to compliant rest breaks. As a result, Ms. Valenzuela and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of six (6) hours, and in excess of ten (10) hours without receiving all uninterrupted ten (10) minute rest periods to which they were entitled. For example, during her employment, Ms. Valenzuela was not permitted to take full and complete ten (10) minute rest periods, and instead would experience missed rest periods due to LANGER's failure to schedule rest breaks, failure to inform Ms. Valenzuela of her right to take rest periods, and

understaffing the location such that Ms. Valenzuela was often the only employee on duty in her department.

LANGER also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not provided. Because of this practice and/or policy, Ms. Valenzuela and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that LANGER did pay rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because LANGER did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as shift differential pay, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, LANGER failed to provide all rest periods in violation of California Labor Code sections 226.7 and 1198. Ms. Valenzuela and other aggrieved employees are entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. LANGER has not provided Ms. Valenzuela and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, LANGER has knowingly and intentionally provided Ms. Valenzuela and other aggrieved employees with uniform, incomplete and inaccurate wage statements. For example, LANGER issued uniform wage statements to Ms. Valenzuela and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Because LANGER deducted time from Ms. Valenzuela's and other aggrieved employees' records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid) and did not record the time spent Ms. Valenzuela and other aggrieved employees spent working off-the-clock, LANGER did not list the correct amount of gross wages and net wages earned by Ms. Valenzuela and other aggrieved employees in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, LANGER failed to accurately list the total number of the hours worked by Ms. Valenzuela and other aggrieved employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate in violation of section 226(a)(9).

Further, because LANGER did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime and meal and rest period premium wages, LANGER did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). LANGER also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list 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; failing to list the correct name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments..." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), LANGER willfully failed to maintain accurate payroll records for Ms. Valenzuela and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, LANGER failed, on a company-wide basis, to keep accurate records of meal period start and stop times for Ms. Valenzuela and other aggrieved employees in violation of section 1198. As stated, LANGER engaged in a company-wide practice and/or policy of falsifying Ms. Valenzuela's and other aggrieved employees' time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Valenzuela and other aggrieved employees. Furthermore, in light of LANGER's failure to provide Ms. Valenzuela and other aggrieved employees with second 30-minute meal periods to which they were entitled, LANGER kept no records of meal start and end times for second meal periods.

Because LANGER failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Valenzuela and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Valenzuela and other aggrieved

employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Valenzuela and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LANGER failed to pay Ms. Valenzuela and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Valenzuela and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

For example, Ms. Valenzuela resigned from her employment with LANGER on or around May 31, 2018. However, LANGER did not provide Ms. Valenzuela with her final paycheck until June 15, 2018, more than three weeks later. On information and belief, LANGER has a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. Thus, LANGER failed to pay Ms. Valenzuela her final wages within seventy-two (72) hours, in violation of Labor Code section 202.

In addition, LANGER willfully failed to pay Ms. Valenzuela and other aggrieved employees who are no longer employed by LANGER all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving LANGER's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Valenzuela and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11080 Subdivision 4(C) – Failure to Pay Split-Shift Premiums**

California Labor Code section 1198 provides that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11080(4)(C) provides that “When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

LANGER willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11080(4)(C), because LANGER failed to pay other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour.

LANGER scheduled other aggrieved employees to work shifts that were separated by more than one (1) hour of time, but failed to pay them one (1) hour's pay at the minimum wage in addition to the minimum wage for that workday. Accordingly, LANGER required other aggrieved employees to work split shifts but failed to pay them the split-shift premium wage in violation of California Labor Code section 1198.

Other aggrieved employees are entitled to penalties, attorney's fees, costs, and interest thereon, pursuant to sections 558, 1194, and/or 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11080 Subdivision 5(B) – Failure to Pay Reporting Time Pay**

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11080(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012)

LANGER violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11080(5), because LANGER failed to pay Ms. Valenzuela and other aggrieved employees reporting time pay when they reported for work and were immediately dismissed or put to work for less than half their usual or scheduled day’s work. For example, Ms. Valenzuela and other aggrieved employees would report to work based on the schedule LANGER provided to them, but would be sent home after working two (2) to four (4) hours of a ten (10) to twelve (12) hour shift when LANGER’s facility ran out of product for employees to perform quality control testing and/or sorting. When this occurred, LANGER did not pay Ms. Valenzuela and other aggrieved employees for at least half of their scheduled day’s work.

Ms. Valenzuela and other aggrieved employees are therefore entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and 2699(a), (f)-(g).

**Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer’s written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

LANGER failed to provide Ms. Valenzuela and/or other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). LANGER’s failure to provide Ms. Valenzuela and/or other aggrieved employees with written notice of basic information regarding their employment with LANGER is in violation of Labor Code section 2810.5.

Ms. Valenzuela and/or other aggrieved employees are therefore entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

**California Labor Code § 558(a)**

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” LANGER, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Valenzuela’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Valenzuela seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5 and 558, Ms. Valenzuela, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against LANGER for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Valenzuela seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,



Mao Shiokura

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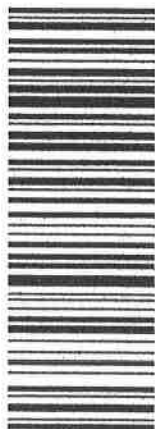
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

**3. Service Type**

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

Domestic Return Receipt



7010 2780 0003 1943 2577

LANGER FARMS LLC  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

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**OFFICIAL USE**

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\$ 1.63

Certified Fee

3.45

Return Receipt Fee  
(Endorsement Required)

2.75

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$ 7.83

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Here  
Valenzuela v. Langer  
Farms LLC

Sent To

LANGER FARMS LLC

Street, Apt. No.,  
or PO Box No.

16195 STEPHENS ST

City, State, ZIP+4

CITY OF INDUSTRY CA 91745

PS Form 3800, Au

one  
AW APC  
Park East, Ste 1000  
CA 90067

# **EXHIBIT “2”**



1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON  
310.712.8142 Direct  
Jezzette.Ron@capstonelawyers.com

January 26, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.tfaforms.net/308>)

Subject: *Rosalva Elizarraras v. Langer Juice Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Rosalva Elizarraras in connection with her claims under the California Labor Code. Ms. Elizarraras was an employee of LANGER JUICE COMPANY, INC.; LANGER FARMS LLC; and/or LANGER JUICE INTERNATIONAL, INC. For the purpose of this letter, Ms. Elizarraras collectively refers to these entities as "LANGER."

The employers may be contacted directly at the addresses below:

LANGER JUICE COMPANY, INC.  
16195 STEPHENS ST  
CITY OF INDUSTRY, CA 91745

LANGER FARMS LLC  
19300 CORPUS RD  
BAKERSFIELD, CA 93311

LANGER FARMS LLC  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

LANGER JUICE INTERNATIONAL, INC.  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

Ms. Elizarraras intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Elizarraras seeks relief on behalf of herself, the State of California, and other persons who are or were employed by LANGER as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

LANGER employed Ms. Elizarraras as an hourly paid, non-exempt employee from approximately December 2020 to February 2021. Ms. Elizarraras worked for LANGER as a Machine Operator at its location in City of Industry, California. During her employment, Ms. Elizarraras typically worked eight (8) hours or more per day, six (6) days per week, from 7:00 a.m. to 3:00 p.m. Ms. Elizarraras was compensated approximately \$14.00 per hour at the time her employment ended. Her job duties

included, without limitation, monitoring and maintaining warehouse equipment and machinery used for packaging, separating, and unloading cases of juice.

LANGER committed one or more of the following Labor Code violations against Ms. Elizarraras, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):<sup>1</sup>

### **LANGER’s Company-Wide and Uniform Payroll and HR Practices**

LANGER JUICE COMPANY, INC. and LANGER JUICE INTERNATIONAL, INC. are California corporations, while LANGER FARMS LLC is a California limited liability company. LANGER is a family-owned beverage company that makes over 200 products which are distributed and sold throughout the United States. Upon information and belief, LANGER maintains a single, centralized Human Resources (HR) department at its corporate headquarters in City of Industry or Bakersfield, California for all non-exempt, hourly paid employees working for LANGER in California, including Ms. Elizarraras and other aggrieved employees. At all relevant times, LANGER issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Elizarraras and other aggrieved employees, regardless of its location or position.

Upon information and belief, LANGER maintains a centralized Payroll department at its corporate headquarters in City of Industry or Bakersfield, which processes payroll for all non-exempt, hourly paid employees working for LANGER in California, including Ms. Elizarraras and other aggrieved employees. Further, LANGER issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Elizarraras and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, LANGER utilized the same methods and formulas when calculating wages due to Ms. Elizarraras and other aggrieved employees in California.

### **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime**

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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<sup>1</sup> These facts, theories, and claims are based on Ms. Elizarraras’s experience and counsel’s review of those records currently available relating to Ms. Elizarraras’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Elizarraras reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

LANGER willfully failed to pay all overtime wages owed to Ms. Elizarraras and other aggrieved employees. During the relevant time period, Ms. Elizarraras and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, LANGER had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out time durations in its timekeeping system. LANGER's rounding policy resulted in the failure to compensate Ms. Elizarraras and other aggrieved employees fully for all hours worked, causing Ms. Elizarraras and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. LANGER's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Ms. Elizarraras and other aggrieved employees. To the extent LANGER's rounding policy has taken away time worked that was eligible for overtime, Ms. Elizarraras and other aggrieved employees were denied overtime pay for all hours worked.

Second, LANGER had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, resulting in a lack of meal period coverage. Additionally, LANGER had a uniform policy of failing to schedule meal periods, which discouraged and impeded Ms. Elizarraras and other aggrieved employees from taking compliant, uninterrupted meal periods. LANGER's management required Ms. Elizarraras and other aggrieved employees to either work through their meal periods or have their meal periods shortened or interrupted because LANGER's facilities were understaffed. For example, Ms. Elizarraras was the only Machine Operator on duty in her department which routinely impeded her from taking a compliant meal period. Ms. Elizarraras and other aggrieved employees worked shifts that normally required six employees with a staff of three, which resulted in too few employees on duty to handle the workload and provide uninterrupted meal coverage. As a result of LANGER's company-wide policies and/or practices, Ms. Elizarraras and other aggrieved employees were not able to take uninterrupted 30-minute meal periods during shifts in which they were entitled to receive meal periods.

Third, on information and belief, because LANGER frowned upon employees accruing meal period penalties, LANGER pressured other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that LANGER would otherwise owe. For example, other aggrieved employees were pressured by LANGER's management to clock out and record compliant meal periods on shifts when they had not, in fact, received compliant meal periods. Thus, LANGER did not record all hours worked during meal periods and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, LANGER implemented, on a company-wide basis, an employer-imposed requirement that Ms. Elizarraras and other aggrieved employees undergo mandatory COVID-19 health screenings and/or temperature checks before their scheduled shifts. For example, prior to clocking in for the start of each shift, Ms. Elizarraras was required to wait five (5) minutes to have her temperature checked by management. Even though LANGER required these health screenings, LANGER did not provide Ms. Elizarraras and other aggrieved employees a mechanism to record this time so they could be compensated for the time spent undergoing mandatory health-screenings and/or temperature checks.

LANGER knew or should have known that, as a result of its policies and practices, Ms. Elizarraras and other aggrieved employees were performing some of their assigned duties during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. LANGER also knew, or should have known, that it did not compensate Ms. Elizarraras and other aggrieved employees for this off-the-clock work and unrecorded overtime hours. Because Ms. Elizarraras and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, LANGER did not pay Ms. Elizarraras and other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, LANGER paid Ms. Elizarraras and other aggrieved employees shift differential pay, incentive pay and/or nondiscretionary bonuses. However, in violation of the California Labor Code, LANGER failed to incorporate all remunerations, including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when Ms. Elizarraras and other aggrieved employees worked overtime and received these other forms of pay, LANGER failed to pay all overtime wages by paying a lower overtime rate than required.

LANGER's failure to pay Ms. Elizarraras and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages**

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 3-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11030(2)(H) (defining "Hours Worked").

As stated, LANGER had a company-wide policy and/or practice of rounding Ms. Elizarraras's and other aggrieved employees' hourly clock-in and clock-out time durations in its timekeeping system, resulting in the failure to compensate them for all hours worked. As also set forth above, due to LANGER's company-wide policies and practices of understaffing, assigning heavy workloads, and failure to schedule meal periods, Ms. Elizarraras and other aggrieved employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, resulting in them working off-the-clock. Additionally, as set forth above, on information and belief, LANGER systematically failed to pay other aggrieved employees for actual hours worked during unpaid meal periods, because these hours were not always correctly recorded. Moreover, as set forth above, LANGER required Ms. Elizarraras and other aggrieved employees undergo mandatory COVID-19 health screenings and/or temperature checks before their scheduled shifts, but did not compensate Ms. Elizarraras and other aggrieved employees for this time.

Additionally, during the relevant time period, LANGER maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their

own personal vehicles or alternate transportation to undergo mandatory drug testing and/or physical examinations. At all times, LANGER was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. LANGER gave other aggrieved employees strict instructions to undergo drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of LANGER. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing LANGER's mandatory drug tests and/or physical examinations. However, LANGER did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, LANGER did not pay at least minimum wages for all hours worked by Ms. Elizarraras and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LANGER did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, LANGER regularly failed to pay at least minimum wages to Ms. Elizarraras and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes before the end of the if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, LANGER maintained a company-wide, unlawful written meal period policy insofar as it fails to state the timing of when meal periods must occur. Under California law, first meal periods must start after no more than five hours of work, and second meal periods must start after no more than ten hours of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, LANGER's written meal period policy states, in part: "I understand I am entitled to an unpaid meal period of at least thirty (30) minutes if I work more than five (5) hours a day. In addition, I understand that I am entitled to a second unpaid meal period of at least thirty (30) minutes

if I work more than ten (10) hours a day. . . .” LANGER’s written policy fails to state the correct timing of when the first meal period must take place (i.e., within the first five (5) hours of work) and the timing of when the second meal period must take place (i.e., within the first ten (10) hours of work) under California law, and is therefore facially invalid.

Second, as stated, LANGER had, and continues to have, a company-wide policy and/or practice of understaffing locations while simultaneously assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Elizarraras and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, Ms. Elizarraras’s time punch records show her meal periods were cut short by several minutes at a time on 01/02/2021, 01/06/2021, 01/11/2021, 01/13/2021, 01/14/2021, 01/16/2021, 01/18/2021, 01/22/2021, 01/25/2021, 01/26/2021, 01/29/21, 01/30/2021, 02/01/2021, 02/03/2021, 02/9/2021, and 02/10/2021, as Ms. Elizarraras was often the only Machine Operator on duty in her department and would be instructed by her supervisors to return to work early to complete her workload. Furthermore, as stated, LANGER had a company-wide policy and/or practice of failing to schedule meal periods, which further prevented Ms. Elizarraras and other aggrieved employees from taking all timely, uninterrupted thirty (30) minute meal periods. For example, on several occasions, Ms. Elizarraras was not released for a timely meal period because other employees were unavailable to relieve her of duties. Additionally, because LANGER failed to schedule meal periods, three times per week, Ms. Elizarraras was required to use her personal cellular phone to contact a supervisor to ask to be released for her meal period. Ms. Elizarraras’s time punch records show several instances of these late meal periods, i.e., meal periods taken after the fifth hour of work, on 01/22/2021 and 02/09/2021.

Furthermore, as stated, because LANGER frowned upon employees accruing meal period penalties, LANGER’s management pressured other aggrieved employees to clock out for meal periods and/or would adjust other aggrieved employees’ time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by LANGER. For example, other aggrieved employees would regularly clock out within the first five hours of their shifts but continue performing tasks, such as performing quality control and barreling fruit concentrate, due to the lack of coverage. Thus, other aggrieved employees missed their meal periods altogether, had their meal periods late, or had their meal periods interrupted by supervisors requesting them to return to work while clocked out for meal periods.

LANGER’s practices and policies prevented Ms. Elizarraras and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. Elizarraras and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether.

Additionally, LANGER did not provide Ms. Elizarraras and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Ms. Elizarraras’s time punch records indicate she was not provided a full 30-minute meal period when working in excess of ten (10) hours on 01/06/2021 and 01/08/2021. Ms. Elizarraras and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties for such meal periods.

LANGER knew or should have known that as a result of its company-wide policies and/or practices, Ms. Elizarraras and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. LANGER further knew or

should have known that it did not pay Ms. Elizarraras and other aggrieved employees meal period premiums when meal periods were missed, late, shortened, and/or interrupted.

As described above, LANGER's company-wide policy and/or practice of rounding employee clock-in and clock-out time durations in its timekeeping system prevented Ms. Elizarraras and other aggrieved employees from receiving meal period premiums when they took late and/or shortened meal periods. Thus, to the extent that LANGER's timekeeping system reported that Ms. Elizarraras and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Ms. Elizarraras and other aggrieved employees were entitled to a meal period penalty. For example, on 02/09/2021, Ms. Elizarraras clocked in at the start of her shift at 6:56 a.m. and clocked out for her meal period at 12:00 p.m., working a total of 5 hours and 4 minutes (or 5.07 hours). However, according to Ms. Elizarraras's time sheets, LANGER calculated the first half as 5.00 hours worked. Ms. Elizarraras did not receive a meal period penalty for this improperly rounded meal period.

LANGER engaged in a company-wide policy and/or practice of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this policy and/or practice, Ms. Elizarraras and other aggrieved employees have not received premium pay for missed, interrupted, and/or late meal periods. Alternatively, to the extent that LANGER did pay Ms. Elizarraras and other aggrieved employees premium pay for missed, late, and interrupted meal periods, LANGER did not pay Ms. Elizarraras and other aggrieved employees at the correct rate of pay for premiums because LANGER systematically failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, LANGER failed to provide Ms. Elizarraras and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198 and failed to pay the full meal period premiums due. Ms. Elizarraras and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable Order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time 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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the

obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, LANGER regularly failed to authorize and permit Ms. Elizarraras and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, LANGER’s company-wide policy and practice of understaffing prevented Ms. Elizarraras and other aggrieved employees from being relieved of all duties to take compliant rest periods. LANGER also failed to schedule rest periods, which, coupled with LANGER’s failure to provide adequate rest period coverage, further led to Ms. Elizarraras and other aggrieved employees not being authorized and permitted to take rest periods. As a result, LANGER failed to provide a mechanism for Ms. Elizarraras and other aggrieved employees to take compliant rest periods. Furthermore, LANGER failed to inform Ms. Elizarraras and other aggrieved employees of their right to compliant rest periods.

As a result, Ms. Elizarraras and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of six (6) hours, and in excess of ten (10) hours without receiving all uninterrupted ten (10) minute rest periods to which they were entitled. For example, during her employment, Ms. Elizarraras was not permitted to take full and complete ten (10) minute rest periods, and instead would miss rest periods or have them interrupted due to LANGER’s practices of understaffing, failing to schedule rest periods, and resultant lack of coverage, as Ms. Elizarraras was often the only Machine Operator on duty in her department.

Furthermore, on information and belief, LANGER maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Elizarraras and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Elizarraras and/or other aggrieved employees were restricted from leaving LANGER’s work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, LANGER effectively maintained control over Ms. Elizarraras and/or other aggrieved employees during rest periods.

LANGER also has engaged in a company-wide policy and/or practice of not paying all rest period premiums owed when compliant rest periods are not provided. Because of this policy and/or practice, Ms. Elizarraras and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that LANGER did pay Ms. Elizarraras and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, LANGER did not pay Ms. Elizarraras and other aggrieved employees at the correct rate of pay for premiums because LANGER failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, LANGER failed to provide all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Elizarraras and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. LANGER has not provided Ms. Elizarraras and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, LANGER has knowingly and intentionally provided Ms. Elizarraras and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LANGER issued uniform wage statements to Ms. Elizarraras and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, LANGER violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because LANGER did not record the time Ms. Elizarraras and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), LANGER did not list the correct amount of gross wages and net wages earned by Ms. Elizarraras and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LANGER failed to accurately list the total number of hours worked by Ms. Elizarraras and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Further, because LANGER did not calculate Ms. Elizarraras's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, LANGER did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). LANGER also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), LANGER willfully failed to maintain accurate payroll records for Ms. Elizarraras and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Ms. Elizarraras’s and other aggrieved employees’ total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, LANGER failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. Elizarraras and other aggrieved employees, in violation of section 1198. As stated, LANGER engaged in a company-wide policy/and or practice of falsifying other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for other aggrieved employees. Furthermore, in light of LANGER’s failure to provide Ms. Elizarraras and other aggrieved employees with second 30-minute meal periods to which they were entitled, LANGER kept no records of meal start and end times for second meal periods.

Because LANGER failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Elizarraras and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Elizarraras and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of

the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LANGER failed to pay Ms. Elizarraras and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

On information and belief, LANGER has a company-wide policy and/or practice of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Elizarraras's last date of work was February 11, 2021. However, LANGER did not provide Ms. Elizarraras with her final paycheck until two weeks later. Thus, LANGER failed to pay Ms. Elizarraras her final wages within seventy-two (72) hours, in violation of Labor Code section 202.

In addition, LANGER willfully failed to pay Ms. Elizarraras and other aggrieved employees who are no longer employed by LANGER all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving LANGER's employ.

Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code § 206.5 – Release of Claims for Wages Due**

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, LANGER required Ms. Elizarraras and other aggrieved employees to release their claims for meal and/or rest period violations, as well as their claims for uncompensated hours worked, as a condition to receiving their paychecks. For example, during the

hiring process, LANGER prospectively required Ms. Elizarraras and other aggrieved employees to sign a blanket verification stating they had received all meal and rest periods, regardless of if they were provided with a compliant meal period and/or permitted or authorized to take a compliant rest period. *See excerpt below.*

I hereby certify and declare under penalty of perjury that (1) I have received all the rest periods and meal periods that I was legally entitled to on each workday within the week covered by this time record; (2) that my time was fully and accurately reported for all the time that I have worked during the week covered by this time report; and (3) that I am making this declaration freely and voluntarily.

If I did not receive all of my paid rest periods and/or unpaid meal periods I certify and declare under penalty of perjury that I have fully and accurately reported on my time records when I have not received all of my rest periods and meal periods for the work week covered by the time report.

LANGER compelled Ms. Elizarraras and other aggrieved employees to sign these false verifications when they, in fact, were not provided all meal or rest periods and/or had not been able to accurately record all of the hours they had worked. LANGER's policy and practice of requiring Ms. Elizarraras and other aggrieved employees to release their claims for meal or rest period violations and/or uncompensated hours worked, is in violation of California Labor Code section 206.5.

Ms. Elizarraras and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

#### **Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing**

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, LANGER implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own expense. As stated, LANGER had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, LANGER was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations.

However, LANGER did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. LANGER's policy and/or practice of not paying for all costs and other aggrieved

employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11030 Subdivision 5(A) – Failure to Pay Reporting Time Pay**

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11030 section 5(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, LANGER violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 110305(A), because LANGER failed to pay Ms. Elizarraras and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regularly scheduled day's work.

LANGER had a company-wide practice of sending Ms. Elizarraras and other aggrieved employees home early from their shifts, including before they had worked at least half of their regular shift, but would not pay Ms. Elizarraras and other aggrieved employees for half of their scheduled shift. For example, Ms. Elizarraras would be sent home after working less than an hour when LANGER's facility experienced a production line malfunction, but was only paid for the time that she had worked. Although Ms. Elizarraras and other aggrieved employees would report to work based on the schedule that LANGER provided to them, LANGER would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay. Accordingly, Ms. Elizarraras and or other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11030(5)(A).

Ms. Elizarraras and or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11030 Subdivision 4(C) – Failure to Pay Split-Shift Premiums**

California Labor Code section 1198 provides that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11030(4)(C) provides that, “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

LANGER willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11030(4)(C), because LANGER failed to pay other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour. Accordingly, LANGER required other aggrieved employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

LANGER’s failure to provide other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, section 11030(4)(C). Other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4<sup>th</sup> 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 3-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, LANGER, had a company-wide policy of requiring other aggrieved employees to utilize their own personal mobile devices, including, but not limited to cellular phones, and mobile data, to carry out their job duties, but LANGER failed to reimburse them for the costs of their work-related mobile device usage and data expenses. For example, Ms. Elizarraras was required to use her personal cellular phone to complete her work-related tasks, such as scheduling and communicating with management. Although LANGER required Ms. Elizarraras and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, LANGER failed to reimburse them for this cost.

Second, during the relevant time period, LANGER had a company-wide policy and/or practice of requiring other aggrieved employees to travel to medical facilities on their own time and use their own personal vehicles or obtain alternate transportation to undergo mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, LANGER was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. LANGER gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of LANGER. Although LANGER required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, LANGER failed to reimburse them for their travel expenses.

Third, during the relevant time period, LANGER, on a company-wide basis, required Ms. Elizarraras and other aggrieved employees to purchase tools, supplies, and/or equipment necessary to complete their assigned work-related duties. For example, Ms. Elizarraras spent \$40.00 on gloves and \$30.00 on a knife and tool kit to perform her job duties, but was not reimbursed for these costs. Additionally, due to COVID-19, Ms. Elizarraras was required to purchase face masks to wear at work because LANGER required face masks to be worn at its facilities, but only provided employees one non-reusable mask. Thus, LANGER failed to provide tools, supplies, and/or equipment to Ms. Elizarraras and other aggrieved employees, forcing them to procure their own, and failed to reimburse Ms. Elizarraras and other aggrieved employees for these costs.

Fourth, during the relevant time period, LANGER, on a company-wide basis, required Ms. Elizarraras and other aggrieved employees to report to work in clean uniforms bearing the company logo, including uniform button-up shirts and blue pants, on a daily basis but failed to provide Ms. Elizarraras and other aggrieved employees with uniform cleaning services or reimburse them for cleaning expenses incurred. For example, due to the nature of her work, Ms. Elizarraras's uniforms became stained and would acquire unpleasant odors such that she was unable to mix these clothes with other laundry. As a result, Ms. Elizarraras was required to wash her uniform separately from any other clothing items, thus incurring additional laundry expenses. Therefore, LANGER failed to maintain the uniforms it required Ms. Elizarraras and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

LANGER could have provided Ms. Elizarraras and other aggrieved employees with necessary equipment and tools for use on the job, such as company mobile devices and company vehicles; necessary supplies, tools, and equipment; and access to laundering services. Or, LANGER could have reimbursed employees for the costs of their mileage; travel expenses; mobile device usage or data; tools, supplies and equipment expenses; and laundering expenses or provided a uniform maintenance allowance. Instead, LANGER passed these operating costs off onto Ms. Elizarraras and other aggrieved employees. At all relevant times, Ms. Elizarraras did not earn at least two (2) times the minimum wage.

Thus, LANGER had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

LANGER failed to provide Ms. Elizarraras and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, LANGER failed to provide Ms. Elizarraras and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that LANGER provided to Ms. Elizarraras is blank where the wage information should be filled in. LANGER's failure to provide Ms. Elizarraras and other aggrieved employees with written notice of basic information regarding their employment with LANGER is in violation of Labor Code section 2810.5.

Ms. Elizarraras and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards**

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, as stated above, LANGER failed to provide Ms. Elizarraras and other aggrieved employees with personal protective equipment, such as gloves and face masks to keep them safe in the workplace. Despite the fact that LANGER required Ms. Elizarraras and other aggrieved employees to wear certain personal protective equipment, including gloves and face masks, while engaged in their work-related duties, LANGER failed to provide such reasonably necessary equipment to Ms. Elizarraras and other aggrieved employees to keep them safe.

LANGER's failure to provide Ms. Elizarraras and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Ms. Elizarraras and other

aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**California Labor Code § 558(a)**

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” LANGER, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Elizarraras's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Elizarraras seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Elizarraras, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against LANGER for violations of California Labor Code sections 201, 202, 204, 206.5, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

Therefore, on behalf of all aggrieved employees, Ms. Elizarraras seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,



Jezzette Ron

Copy: LANGER JUICE COMPANY, INC. (via U.S. Certified Mail); LANGER FARMS LLC (via U.S. Certified Mail); LANGER JUICE INTERNATIONAL, INC. (via U.S. Certified Mail); Brendan T. Sapien, Lewis Brisbois Bisgaard & Smith LLP, 633 W. 5th Street, Suite 4000, Los Angeles, CA 90071 (via U.S. Certified Mail)

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- Print your name and address on the reverse so that we can return the card to you.
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LANGER JUICE COMPANY, INC.  
16195 STEPHENS ST  
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☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent \_\_\_\_\_

Street and No. or P.O. Box No. \_\_\_\_\_

City, State, and ZIP+4® \_\_\_\_\_

PS Form 3800, April 2015 PSN 7530-02-000-9007

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRENDAN T. SAPIEN  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
633 W. 5TH STREET, SUITE 4000  
LOS ANGELES, CA 90071

9590 9402 7084 1251 1216 04

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5087

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Registered Mail

☐ Registered Mail Restricted Delivery

☐ Registered Mail Signature Confirmation

☐ Registered Mail Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7019 2280 0000 7398 5087

Elmarrayas  
larger plus cm.

Brendan T. Sapien  
Lewis Brisbois Bisgaard & Smith LLP  
633 W. 5th Street Suite 4000  
Los Angeles, CA 90071

Capstone  
LAW APC  
1875 Century Park East, Ste 1000  
Los Angeles, CA 90067

CERTIFIED MAIL®



7019 2280 0000 7398 5124

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

7019 2280 0000 7398 5124

Extra Services & Fees (check box, add fee as appropriate)

|                                                               |    |
|---------------------------------------------------------------|----|
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ |
| <input type="checkbox"/> Return Receipt (electronic)          | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery   | \$ |
| <input type="checkbox"/> Adult Signature Required             | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery  | \$ |

Postage \$

Total Postage and Fees \$

Sent to LANGER JUICE INTERNATIONAL, INC.  
16195 STEPHENS ST.  
CITY OF INDUSTRY, CA 91745

Signature of addressee (print name)  
ELIZARRAZ V.

Signature of sender (print name)  
LANGER JUICE

PS Form 3840, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LANGER JUICE INTERNATIONAL, INC.  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

COMPLETE THIS SECTION ON DELIVERY

A. Signature

- ☒ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☒ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 7084 1251 1215 67

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5124

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone  
LAW APC  
1875 Century Park East, Ste 1000  
Los Angeles, CA 90067

CERTIFIED MAIL



7019 2280 0000 7398 5117

LANGER FARMS LLC  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LANGER FARMS LLC  
16195 STEPHENS ST  
CITY OF INDUSTRY CA 91745

9590 9402 7084 1251 1215 74

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5117

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail®
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3800, April 2015 PSN 7530-02-000-9047

Domestic Return Receipt

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only  
For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (Check box, enter fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Return Receipt Restricted Delivery \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent by LANGER FARMS LLC

Street address, city, state, and ZIP+4®  
16195 STEPHENS ST.

City, state, and ZIP+4®  
CITY OF INDUSTRY, CA 91745

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for instructions

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature</div> <div><input checked="" type="checkbox"/> Agent</div> <div><input type="checkbox"/> Addressee</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
| 1. Article Addressed to:                                                                                                                                                                                                              |  | B. Received by (Printed Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | C. Date of Delivery |
| LANGER FARMS LLC<br>16195 STEPHENS ST<br>CITY OF INDUSTRY CA 91745                                                                                                                                                                    |  | <div>1/28/22</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| 2. Article Number (Transfer from service label)                                                                                                                                                                                       |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 7019 2280 0000 7398 5117                                                                                                                                                                                                              |  | 3. Service Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</div> |                     |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature</div> <div><input checked="" type="checkbox"/> Agent</div> <div><input type="checkbox"/> Addressee</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
| 1. Article Addressed to:                                                                                                                                                                                                              |  | B. Received by (Printed Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | C. Date of Delivery |
| BRENDAN T. SAPIEN<br>LEWIS BRISBOIS BISGAARD & SMITH LLP<br>633 W. 5TH STREET, SUITE 4000<br>LOS ANGELES, CA 90071                                                                                                                    |  | <div>1/28/22</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| 2. Article Number (Transfer from service label)                                                                                                                                                                                       |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 7019 2280 0000 7398 5087                                                                                                                                                                                                              |  | 3. Service Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</div> |                     |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature</div> <div><input checked="" type="checkbox"/> Agent</div> <div><input type="checkbox"/> Addressee</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
| 1. Article Addressed to:                                                                                                                                                                                                              |  | B. Received by (Printed Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | C. Date of Delivery |
| LANGER JUICE INTERNATIONAL, INC.<br>16195 STEPHENS ST<br>CITY OF INDUSTRY CA 91745                                                                                                                                                    |  | <div>1/28/22</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| 2. Article Number (Transfer from service label)                                                                                                                                                                                       |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 7019 2280 0000 7398 5124                                                                                                                                                                                                              |  | 3. Service Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</div> |                     |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature</div> <div><input checked="" type="checkbox"/> Agent</div> <div><input type="checkbox"/> Addressee</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
| 1. Article Addressed to:                                                                                                                                                                                                              |  | B. Received by (Printed Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | C. Date of Delivery |
| LANGER JUICE COMPANY, INC.<br>16195 STEPHENS ST<br>CITY OF INDUSTRY, CA 91745                                                                                                                                                         |  | <div>1/28/22</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| 2. Article Number (Transfer from service label)                                                                                                                                                                                       |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 7019 2280 0000 7398 5094                                                                                                                                                                                                              |  | 3. Service Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery (over \$500)</div> |                     |

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 3, 2022**, I served the document described as: **SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jeffrey S. Ranen  
Brendan T. Sapien  
Lewis Brisbois  
BISGAARD & SMITH LLP  
633 West 5th Street, Suite 4000  
Los Angeles, California 90071

*Attorneys for Defendants*  
LANGER FARMS LLC and LANGER  
JUICE COMPANY, INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 3, 2022**, at Los Angeles, California.

Sophia Flores  
\_\_\_\_\_  
Type/Print Name

  
\_\_\_\_\_  
Signature