

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephanie Bowick

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Danielle Montero, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
dmontero@lelawfirm.com
wht2@lelawfirm.com

Attorneys for Plaintiff ISMAEL ARRIETA RODRIGUEZ,
on behalf of himself and other current and former aggrieved employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ISMAEL ARRIETA RODRIGUEZ, on behalf
of himself and other current and former
aggrieved employees,

Plaintiff,

vs.

CACIQUE LLC; and CACIQUE FOODS LLC;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: **22STCV33354**

PAGA ACTION

**PLAINTIFF ISMAEL ARRIETA
RODRIGUEZ’S COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE §2698, et
seq.**

COMES NOW Plaintiff ISMAEL ARRIETA RODRIGUEZ ("Plaintiff"), who alleges and
complains against Defendants CACIQUE LLC; and CACIQUE FOODS LLC; and DOES
1 to 100, inclusive (collectively, "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys’ General Act of 2004, Labor Code § 2698, et seq.
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly, non-
exempt employees, in California during the relevant time period seeking civil penalties associated
with Defendants’ violations of the Labor Code based on Defendants’ failure to pay wages for all

1 hours worked at the employees' minimum wage rate or overtime rate, failure to pay reporting time
2 pay, failure to provide all legally required and legally compliant meal and rest periods, failure to
3 indemnify employees for employment-related expenditures, failure to timely pay earned wages
4 during employment, failure to produce requested employment records, failure to provide complete
5 and accurate wage statements, failure to timely pay all unpaid wages following separation of
6 employment, failure to maintain temperatures providing reasonable comfort, and failure to provide
7 suitable seating. Plaintiff seeks on a representative basis following notice to the Labor and
8 Workforce Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor
9 Code §2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others
10 aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over Plaintiff and other current and former aggrieved
13 California-based hourly non-exempt employees' claims because Plaintiff's lawsuit seeks damages
14 in excess of \$25,000 and Defendants employed other current and former aggrieved California-
15 based hourly non-exempt employees and injuries occurred in locations in California including but
16 not limited to Los Angeles County, at 14940 Pactor Ave., City of Industry, CA 91746.

17 **III. PARTIES**

18 3. Plaintiff brings this action as a representative of the Labor and Workforce
19 Development Agency on behalf of himself and other aggrieved employees who were subject to
20 Defendants' violations of the Labor Code. The named Plaintiff and the persons on whose behalf
21 this action is filed include current, former and/or future employees of Defendants who worked,
22 work, or will work for Defendants as non-exempt hourly employees in California. At all times
23 mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of
24 California and was employed by Defendants in an hourly position at Defendants' 14940 Pactor
25 Ave., City of Industry, CA 91746 LOCATION from approximately September 30, 2020, until on
26 or about October 26, 2021.

27 4. Plaintiff is informed and believes and thereon alleges that CACIQUE LLC operates
28 is authorized to do business within the State of California and is doing business in the State of

1 California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were persons
2 acting on behalf of Defendant CACIQUE LLC in the establishment of, or ratification of, the
3 aforementioned illegal wage and hour practices or policies. Defendant CACIQUE LLC operates in
4 Los Angeles County and employed Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees in, including but not limited to, at 14940 Pactor Ave., City of
6 Industry, CA 91746.

7 5. Plaintiff is informed and believes and thereon alleges that CACIQUE FOODS LLC
8 operates is authorized to do business within the State of California and is doing business in the
9 State of California and/or that Defendants DOES 34-66 are, and at all times relevant hereto were
10 persons acting on behalf of Defendant CACIQUE FOODS LLC in the establishment of, or
11 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
12 CACIQUE FOODS LLC operates in Los Angeles County and employed Plaintiff and other
13 current and former aggrieved California-based hourly non-exempt employees in, including but not
14 limited to, at 14940 Pactor Ave., City of Industry, CA 91746.

15 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1-50
16 are corporations or are other business entities or organizations of a nature unknown to Plaintiff
17 that employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and
18 aggrieved employees to work, and exercised control over the wages, hours and working conditions
19 of employment of Plaintiff and aggrieved employees.

20 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 66-
21 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually
22 and in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor,
23 independent contractor and/or employee of each Defendant who violated or caused to be violated
24 the minimum wage and overtime provisions of the Labor Code and/or any provision of the
25 Industrial Welfare Commission's wage orders regulating hours and days of work.

26 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
27 sues said Defendants by said fictitious names and will amend this complaint when the true names
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named Defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

4 9. Plaintiff makes the allegations in this complaint without any admission that, as to
5 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
6 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

9 **GENERAL ACT OF 2004, LABOR CODE §2698, et seq.**

10 **(Against all Defendants and DOE Defendants)**

11 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12 11. During the period beginning one-year period preceding the sending of the initial
13 notice to the LWDA to the present, Defendants violated Labor Code Sections 201, 202, 203, 204,
14 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15 of the applicable Wage
15 Orders.

16 12. Specifically, Defendants have committed the following violations of California
17 Labor Code:

18 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
19 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
20 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
21 which includes all time that an employee is under control of the employer and all time the
22 employee is suffered and permitted to work. This includes the time an employee spends, either
23 directly or indirectly, performing services which inure to the benefit of the employer.

24 14. Labor Code § 1194 and 1197 require an employer to compensate employees for all
25 "hours worked" at least at a minimum wage rate of pay as established by the IWC and the Wage
26 Orders.

27 15. In this case, Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees worked more minutes per shift than Defendants credited them with

1 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
3 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
4 not limited to:

5 (a) Requiring Plaintiff and similarly situated employees don and doff their
6 personal protective equipment ("PPE") and/or uniforms while they were off the clock during their
7 meal breaks.

8 16. Defendants failed to pay Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees for this time.

10 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
11 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
12 control without paying wages for that time. This resulted in Plaintiff and other current and former
13 aggrieved California-based hourly non-exempt employees working time for which they were not
14 compensated any wages, in violation of Labor Code § 1194 and 1197 and the applicable Wage
15 Order.

16 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
17 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
18 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
19 which includes all time that an employee is under control of the employer and all time the
20 employee is suffered and permitted to work. This includes the time an employee spends, either
21 directly or indirectly, performing services that inure to the benefit of the employer.'

22 19. Labor Code § 510 and 1194 require an employer to compensate employees a higher
23 rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
24 hours in a workweek, and on any seventh consecutive day of work in a workweek:

25 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
26 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
27 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
28 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
(12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

1 Labor Code §510.

2 20. In this case, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
4 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

5 (a) Requiring Plaintiff and similarly situated employees don and doff their
6 personal protective equipment ("PPE") and/or uniforms while they were off the clock during their
7 meal breaks.

8 21. The foregoing policies, practices, and/or procedures resulted in time during each
9 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
10 employees were under the control of Defendants but were not compensated. To the extent that the
11 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
12 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
13 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
14 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code §
15 510 and 1194 and the applicable Wage Order.

16 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
17 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees regularly worked
19 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

20 23. California law requires an employer to authorize or permit an employee an
21 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
22 all duties and the employer relinquishes control over the employee's activities prior to the
23 employee's sixth hour of work. Labor Code § 226.7, 512; Wage Order at §11; *Brinker Rest. Corp.*
24 *v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for
25 a work period of more than ten (10) hours per day without providing the employee with a second
26 such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work.
27 *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be
28 considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is

only permitted when: (1) the nature of the work prevents an employee from being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

24. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order at §11.

25. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures, including but not limited to:

(a) Requiring Plaintiff and similarly situated employees to doff their PPE and/or uniforms after clocking out for the start of their meal period and to don their PPE and/or uniforms prior to clocking back into their shifts from meal periods, resulting in meal periods that were not duty-free and/or less than 30 minutes; and

(b) Routinely interrupting Plaintiff and similarly situated employees during their meal periods.

26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code §226.7.

27. Finally, on occasions when Defendants paid Plaintiffs and similarly situated employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's and similarly situated employees' regular rate of compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as, for example, shift premium pay, when calculating Plaintiff's and similarly situated employees' regular rate of

1 compensation for the purpose of paying meal period premium wages.

2 28. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
3 and other current and former aggrieved California-based hourly non-exempt employees not
4 receiving wages to compensate them for workdays during which Defendants did not provide them
5 with meal periods and/or not receiving premium wages and/or not receiving premium wages at
6 their regular rate of compensation in compliance with California law.

7 29. **Failure to pay wages to hourly non-exempt employees for workdays that**
8 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
9 current and former aggrieved California-based hourly non-exempt employees regularly worked
10 shifts of more than three-and-a-half (3.5) hours.

11 30. California law requires every employer to authorize and permit an employee a rest
12 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
13 Code §226.7; Wage Order at §12. Under California law, "[e]mployees are entitled to 10 minutes'
14 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
15 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on."
16 *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
17 §226.7; Wage Order at §12. Rest periods, insofar as practicable, shall be in the middle of each
18 work period. Wage Order at §12. Additionally, the rest period requirement "obligates employers to
19 permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security*
20 *Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve
21 employees of all duties and relinquish control over how employees spend their time. *Id.*

22 31. If the employer fails to authorize or permit a required rest period, the employer
23 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
24 the employer did not authorize or permit a legally required rest period. Labor Code §226.7; Wage
25 Order at § 12.

26 32. In this case, Defendants failed to authorize or permit all legally required and
27 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not

1 limited to:

2 (a) Requiring Plaintiff and similarly situated employees to travel to and from a
3 designated area during their rest periods resulting in rest periods less than 10 minutes; and

4 (b) Requiring Plaintiff and similarly situated employees to remain on
5 Defendants' premises during their rest periods resulting in rest period that were not duty-free.

6 33. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
7 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
8 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
9 workday they did not receive legally required and compliant rest periods, in violation of Labor
10 Code §226.7.

11 34. Finally, on occasions when Defendants did pay Plaintiffs and similarly situated
12 employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted rest
13 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's and similarly
14 situated employees' regular rate of compensation. Specifically, Defendants maintained a policy,
15 practice, and/or procedure of failing to include all remuneration such as, for example, shift
16 premium pay when calculating Plaintiff's and similarly situated employees' regular rate of
17 compensation for the purpose of paying rest period premiums.

18 35. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees not
20 receiving wages to compensate them for workdays in which Defendants did not provide them with
21 rest periods and/or not receiving premium wages and/or not receiving rest period premium wages
22 at the regular rate of compensation in compliance with California law.

23 36. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th
27 and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of
28 any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other

1 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
2 seven (7) calendar days following the close of the payroll period in which wages were earned.
3 Labor Code §204(d).

4 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
5 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
6 exempt employees' earned wages (including minimum wages, overtime wages, meal period
7 premium wages and/or rest period premium wages), in violation of Labor Code §204. Defendants'
8 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
9 other current and former aggrieved California-based hourly non-exempt employees' their earned
10 wages within the applicable time frames outlined in Labor Code §204.

11 38. **Failure to provide complete and accurate wage statements:** Labor Code §226,
12 subdivision (a). Labor Code §226(a) provides, *inter alia*, that, upon paying an employee his or her
13 wages, the employer must "furnish each of his or her employees ... an itemized statement in
14 writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
15 employee whose compensation is solely based on a salary and who is exempt from payment of
16 overtime under subdivision (a) of §515 or any applicable order of the Industrial Welfare
17 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on
19 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
20 (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the
21 employee and his or her social security number, (8) the name and address of the legal entity that is
22 the employer, and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee."

24 39. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
27 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
28 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code

1 §226.

2 40. **Failure to pay employees all wages due at time of termination/resignation:** An
3 employer is required to pay all unpaid wages timely after an employee's employment ends. The
4 wages are due immediately upon termination (Labor Code §201) or within seventy-two (72) hours
5 of resignation (Labor Code §202).

6 41. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
7 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
8 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
9 and/or rest period premium wages), Defendants failed to pay those employees timely after each
10 employee's termination and/or resignation, in violation of Labor Code § 201, 202, and 203.

11 42. **Failure to Maintain Temperatures of a Reasonable Comfort:** Plaintiff maintains
12 that Defendants failed to maintain its City of Industry, CA facility at temperatures providing
13 reasonable comfort. Labor Code §1198 requires an employer to comply with the standard
14 conditions of labor for California employees as set forth by the Industrial Welfare Commission
15 ("IWC"). §15 of the IWC Wage Order states:

16 (A) The temperature maintained in each work area shall provide reasonable comfort
17 consistent with industry-wide standards for the nature of the process and the work
18 performed.

19 (B) If excessive heat or humidity is created by the work process, the employer shall
20 take all feasible means to reduce such excessive heat or humidity to a degree providing
21 reasonable comfort. Where the nature of the employment requires a temperature of less
22 than 60° F., a heated room shall be provided to which employees may retire for warmth,
23 and such room shall be maintained at not less than 68°.

24 (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting
25 rooms, and change rooms during hours of use.

26 (D) Federal and State energy guidelines shall prevail over any conflicting provision of
27 this section.

28 43. California law requires an employer to endeavor to provide a safe and healthy
workplace. (Cal. Code Regs., tit. 8, §3203.) Further, Labor Code section 6720 required the
California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat
illness standard by January 1, 2019. (Lab. Code, § 6720.) Cal/OSHA's draft standard applies its

1 proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees
2 Fahrenheit when employees are present.”

3 44. California law requires an employer to endeavor to provide a safe and healthy
4 workplace. (Cal. Code Regs., tit. 8, §3203.) Further, Labor Code section 6720 required the
5 California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an indoor heat
6 illness standard by January 1, 2019. (Lab. Code, § 6720.) Cal/OSHA’s draft standard applies its
7 proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees
8 Fahrenheit when employees are present.”

9 45. At times during the one year prior to the filing of this letter, Plaintiff and other
10 current and former aggrieved California-based hourly non-exempt Plaintiffs were subjected to
11 excessive heat and/or humidity resulting in temperatures equaling or exceeding 82° F. In
12 particular, Plaintiff alleges that the Defendants’ facility where he worked located at 14940 Pactor
13 Ave., City of Industry, CA 91746, routinely experienced excessive heat caused by Plaintiffs’
14 uniforms, which consist of long boots, a uniform that covers the entire body, and a mask.
15 Additionally, Defendants attempted to resolve these issues by installing a fan but refused to
16 provide or install air conditioning in the place of business. Further, Plaintiff maintains that
17 Defendants failed to employ any type of effective cooling systems including, but not limited to, air
18 conditioning systems or swamp fans. Rather, when Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt Plaintiffs complained to Defendants’ management
20 personnel about the excessive heat caused by the uniform, Defendants’ management personnel
21 would acknowledge the excessive heat, but never installed an effective cooling systems to remedy
22 the heat. Defendants failed to take any measures to maintain facility temperatures to a reasonable
23 comfort. For these reasons, at times during the one year prior to the filing of this letter in violation
24 of Labor Code section 1198 and Section 15 of the IWC Wage Orders, Defendants failed to provide
25 Plaintiff and other aggrieved Plaintiffs with reasonable comfort by maintaining the indoor
26 temperature within the range of industry standards by, inter alia, providing adequate cooling
27 and/or ventilation.

28 46. Plaintiff further alleges that other current and former aggrieved California-based

1 hourly non-exempt Plaintiffs often complained to Defendants' management personnel about the
2 excessive heat and asked that Defendants place additional and more effective cooling devices in
3 the facility. Other than placing additional, ineffective floor fans in the facility, Defendants failed
4 to take any measures to maintain facility temperatures to a reasonable comfort. For these reasons,
5 at times during the one year prior to the filing of this letter in violation of Labor Code section 1198
6 and Section 15 of the IWC Wage Orders, Defendants failed to provide Plaintiff and other
7 aggrieved Plaintiffs with reasonable comfort by maintaining the indoor temperature within the
8 range of industry standards by, inter alia, providing adequate cooling and/or ventilation to combat
9 the heat caused by Plaintiffs' uniforms.

10 47. Based on these violations, Plaintiff will seek civil penalties under PAGA, Labor
11 Code § 2698, et seq., on behalf of the LWDA, against Defendants if authorized to file a
12 representative action on behalf of the State of California.

13 48. Defendants' violations of the applicable Wage Order constituted violations of
14 Labor Code §1198, which prohibits employment under conditions of labor that violate the Wage
15 Orders.

16 49. Labor Code § 2699, subdivisions (a) and (g) authorize an aggrieved employee, on
17 behalf of himself or herself and other current or former employees, to bring a civil action to
18 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
19 §2699.3.

20 50. Plaintiff has complied with the procedures for bringing suit specified in Labor
21 Code §2699.3. On January 24, 2022, Plaintiff filed notice with LWDA and provided notice to
22 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
23 alleged to have been violated, including the facts and theories to support the violations alleged.

24 51. Pursuant to Labor Code §2699.3, the LWDA must give written notice by certified
25 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60
26 days of the date of the complainant's written notice. The LWDA failed to provide the parties
27 notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
28 Plaintiff's claims.

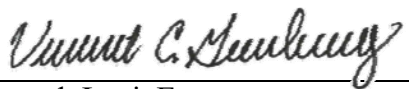
1 2. For any and all legally applicable penalties during the relevant statute of limitations
2 subject to any permissible tolling, including but not limited to that recoverable under California
3 Labor Code, including but not limited to § 2699(f).

4 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
5 under California Labor Code §2699(g); and

6 4. For such and other further relief, in law and/or equity, as the Court deems just or
7 appropriate.

8
9 Dated: October 12, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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11 By: 
12 Joseph Lavi, Esq.
13 Vincent C. Granberry, Esq.
14 Danielle Montero, Esq.
15 Attorneys for Plaintiff
16 ISMAEL ARRIETA RODRIGUEZ,
17 on behalf of himself and other current and
18 former aggrieved employees.
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