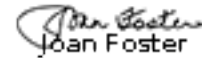


FILED

05/01/2025

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and IRIS ARASELI HERNANDEZ on behalf of
themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF VENTURA**

JOSE PEREZ VENTURA and IRIS
ARASELI HERNANDEZ, individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

BOSKOVICH FARMS, INC., a California
corporation; LABORNOW, INC., a
Massachusetts corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 56-2022-00564058-CU-OE-VTA

[Assigned for all purposes to Hon.
Matthew P. Guasco in Dept. 20]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PAY INTEREST ON DEPOSITS;
10. UNFAIR COMPETITION;
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiffs JOSE PEREZ VENTURA (“Plaintiff Ventura”) and IRIS ARASELI HERNANDEZ (“Plaintiff Hernandez,” and collectively “Plaintiffs”), on behalf of themselves and all others similarly situated, and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against BOSKOVICH FARMS, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“BOSKOVICH”), and LABORNOW, INC., and any of its respective subsidiaries or affiliated companies within the State of California (“LABORNOW” and, collectively with BOSKOVICH and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Defendants, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, et seq., Labor Code section 2802, Labor Code section 6401, et seq., Labor Code section 6409.1, Labor Code section 6432, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiffs

3. Plaintiff Ventura is a resident of the State of California. At all relevant times herein, Plaintiff Ventura is informed and believes, and based thereon alleges that Defendants employed Plaintiff Ventura as a non-exempt employee, with duties that included, but were not limited to, diagnosing and repairing machinery failures. Plaintiff Ventura is informed and believes, and based

1 thereon allege that Plaintiff Ventura worked for Defendants from approximately May of 2016
2 through approximately March of 2021.

3 4. Plaintiff Hernandez is a resident of the State of California. At all relevant times
4 herein, Plaintiff Hernandez is informed and believes, and based thereon alleges that Defendants
5 employed her as a non-exempt employee, with duties that included, but were not limited to,
6 administrative tasks. Plaintiff Hernandez is informed and believes, and based thereon alleges that
7 she worked for Defendants from approximately August of 2020 through approximately November
8 of 2022.

9 **B. Defendants**

10 5. Plaintiffs are informed and believe and based thereon allege that defendant
11 BOSKOVICH is, and at all times relevant hereto was, corporation organized and existing under and
12 by virtue of the laws of the State of California and doing business in the County of Ventura, State
13 of California. Plaintiffs are informed and believe, and based thereon allege, that BOSKOVICH is a
14 “client employer” within the meaning of Labor Code section 2810.3 that procures outplacement
15 staffing and payroll services from various staffing agencies, including but not limited to,
16 LABORNOW. At all relevant times herein, BOSKOVICH employed Plaintiffs and similarly
17 situated employees within the State of California.

18 6. Plaintiffs are informed and believe and based thereon allege that defendant
19 LABORNOW is, and at all times relevant hereto was, corporation organized and existing under and
20 by virtue of the laws of the State of Massachusetts and doing business in the County of Ventura,
21 State of California. Plaintiffs are informed and believe, and based thereon allege, that LABORNOW
22 is a labor contractor within the meaning of Labor Code section 2810.3 that provides outplacement
23 staffing and payroll services for various industries and professions, including for BOSKOVICH. At
24 all relevant times herein, LABORNOW employed Plaintiffs and similarly situated employees within
25 the State of California.

26 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
28 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

1 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
3 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
4 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
5 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
6 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
7 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
8 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
9 include BOSKOVICH, LABORNOW, and any of their parent, subsidiary, or affiliated companies
10 within the State of California, as well as DOES 1 through 100 identified herein.

11 **JOINT LIABILITY ALLEGATIONS**

12 8. Plaintiffs are informed and believe and based thereon allege that all the times
13 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
14 representative, joint venture or co-conspirator of each of the other defendants, either actually or
15 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
16 employment, joint venture, and conspiracy.

17 9. All of the acts and conduct described herein of each and every corporate defendant
18 was duly authorized, ordered, and directed by the respective and collective defendants corporate
19 employers, and the officers and management-level employees of said corporate employers. In
20 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
21 their said employees, agents, and representatives, and each of them; and upon completion of the
22 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendants
23 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
24 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
25 aforementioned corporate employees, agents and representatives.

26 10. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
27 thereon allege that Defendants, and each of them, are joint employers.

28 ///

JURISDICTION

11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

12. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Ventura County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs and Defendants, was due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in Ventura County, and because Defendants employ numerous Class Members in Ventura County.

13. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former employees of Defendants during the Civil Penalty Period.

14. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

15. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, inter alia, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.3, 2810.5, 6401, et seq., 6409.1, and 6432 among others.

1 16. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
2 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
3 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
4 specified in Labor Code section 2699.3.

5 17. On or around March 29, 2022, Plaintiff Ventura provided written notice pursuant to
6 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
7 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
8 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
9 them.

10 18. Plaintiff Ventura also provided Defendants, and each of them, with notice under
11 Labor Code section 2810.3, subdivision (d) that Plaintiff Ventura would seek to hold them liable for
12 each other's wage and hour violations under Labor Code section 2810.3 on or around March 28,
13 2022 by certified mail with return receipt requested.

14 19. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
15 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
16 calendar days of the March 29, 2022 postmarked date of the herein-described notice sent by Plaintiff
17 Ventura to the LWDA and Defendants.

18 20. Also on March 29, 2022, Plaintiff Ventura filed his wage and hour class action
19 against Defendants on behalf of himself and those similarly situated in the Superior Court of
20 California for the County of Ventura, Case No. 56-2022-00564058-CU-OE-VTA, alleging: (1)
21 failure to pay overtime and minimum wages; (2) failure to provide meal breaks, or compensation in
22 lieu thereof; (3) failure to provide rest breaks, or compensation in lieu thereof; (4) waiting time
23 penalties; (5) wage statement violations; (6) failure to timely pay wages; (7) failure to indemnify,
24 (8) failure to pay interest on deposits; and (9) unfair competition (the "Ventura Class Action").

25 21. On June 2, 2022, Plaintiff Ventura filed a separate representative action under PAGA
26 in the Superior Court of California for the County of Los Angeles, Case No. 22STCV18179, seeking
27 civil penalties under PAGA or allegations in the notice letter (the "Ventura PAGA Action").

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FACTUAL BACKGROUND

22. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiffs. Class Members, and other Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including answering calls from dispatch and others), to clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay to the detriment of Plaintiffs and other Aggrieved Employees. The allegations in this paragraph are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

23. At all relevant times mentioned herein, Defendants had and have a practice or policy of failing to compensate Plaintiffs, Class Members, and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants' control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on call; to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including answering calls from dispatch and others), to clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock;

1 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
2 less hours than actually worked; failing to pay reporting time pay; paid time off and vacation time
3 owed; and failing to pay split shift premiums to the detriment of Plaintiffs, Class Members, and
4 other Aggrieved Employees. The allegations in this paragraph are likely to have evidentiary support
5 after a reasonable opportunity for further investigation or discovery.

6 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
7 of failing to provide Plaintiffs, Class Members, and other Aggrieved Employees a thirty (30) minute
8 uninterrupted, timely, and complete meal period for days on which the employee worked in excess
9 of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete
10 30-minute meal periods or compensation in lieu thereof including, without limitation, by
11 interrupting meal periods; not providing timely meal periods; failing to provide first and second
12 meal periods; providing short meal periods; requiring that employees carry cellular telephones or
13 walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise
14 requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-
15 deducted by law or during which employees worked as required by California wage and hour laws.
16 The allegations in this paragraph are likely to have evidentiary support after a reasonable
17 opportunity for further investigation or discovery.

18 25. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of failing to provide Plaintiffs, Class Members, and other Aggrieved Employees paid, uninterrupted,
20 timely, and complete rest periods of at least ten (10) minutes per four (4) hours worked or major
21 fractions thereof, or compensation in lieu thereof, including, without limitation, by failing to provide
22 rest periods all together; requiring that they be bundled together and/or with meal periods;
23 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
24 periods not providing them in a timely fashion; and not permitting employees to leave the premises;
25 and/or otherwise requiring on-duty/on-call rest periods as required by California wage and hour
26 laws. The allegations in this paragraph are likely to have evidentiary support after a reasonable
27 opportunity for further investigation or discovery.

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1 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
3 Plaintiffs, Class Members, and other Aggrieved Employees with itemized wage statements that
4 accurately reflect gross wages earned; total hours worked by the employee; net wages earned; all
5 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
6 of hours worked at each hourly rate by the employee; the legal name of the employer and/or the
7 name and address of the legal entity securing the employer's services if the employer is a farm labor
8 contractor; and other such information as required by Labor Code section 226, subdivision (a). The
9 allegations in this paragraph are likely to have evidentiary support after a reasonable opportunity
10 for further investigation or discovery.

11 27. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
13 Plaintiffs and other Aggrieved Employees with documents signed to obtain or hold employment
14 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
15 under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to
16 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other
17 Aggrieved Employees. The allegations in this paragraph are likely to have evidentiary support after
18 a reasonable opportunity for further investigation or discovery.

19 28. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
21 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
22 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
23 Code sections 201, 202, and 203. The allegations in this paragraph are likely to have evidentiary
24 support after a reasonable opportunity for further investigation or discovery.

25 29. At all relevant times herein, Defendants had and have a policy or practice of failing
26 to pay Plaintiffs and Aggrieved Employees their paid time off and vacation time owed upon
27 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
28

1 and applicable Wage Orders. The allegations in this paragraph are likely to have evidentiary support
2 after a reasonable opportunity for further investigation or discovery.

3 30. At all relevant times mentioned herein, Defendants have had a policy or practice of
4 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
5 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
6 vehicles (i.e., mileage and gas), purchasing uniforms, providing uniform and other deposits,
7 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, for the
8 purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the
9 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
10 Code 2802. The allegations in this paragraph are likely to have evidentiary support after a reasonable
11 opportunity for further investigation or discovery.

12 31. For at least three (3) years prior to the filing of the action and continuing to the
13 present, Defendants have, at times, failed to return interest on deposits made by Plaintiffs, Class
14 Members, and Class Members, or some of them, for uniforms.

15 32. At all relevant times mentioned herein, Defendants have had a policy or practice of
16 failing to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft
17 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
18 Employees with the rates of pay and overtime rates of pay applicable to their employment;
19 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
20 name, address, and telephone number of the workers' compensation insurance carrier; information
21 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
22 under Labor Code section 2810.5. The allegations in this paragraph are likely to have evidentiary
23 support after a reasonable opportunity for further investigation or discovery.

24 33. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
25 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
26 California law (including, without limitation Labor Code section 246, et seq.), and also did not
27 permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and
28 all other Aggrieved Employees. The allegations in this paragraph are likely to have evidentiary

1 support after a reasonable opportunity for further investigation or discovery.

2 34. At all relevant times mentioned herein, Defendants have had a policy or practice of
3 failing to timely pay Plaintiffs, Class Members, and Aggrieved Employees their wages in
4 accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st
5 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of
6 the month during which the labor was performed, and labor performed between the 16th and the last
7 day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following
8 month.” The allegations in this paragraph are likely to have evidentiary support after a reasonable
9 opportunity for further investigation or discovery.

10 35. At all relevant times mentioned herein, Defendants have had a policy or practice of
11 failing to furnish and use safety devices and safeguards, and adopt and use practices, means,
12 methods, operations and processes which are reasonably adequate to render such employment and
13 place of employment safe and healthful, in violation of Labor Code section 6401. At all relevant
14 times mentioned herein, Defendants have had a policy or practice of requiring or permitting
15 employees to go or be in any employment or place of employment which is not safe and healthful
16 in violation of Labor Code section 6402. At all relevant times mentioned herein, Defendants have
17 had a policy or practice of failing or neglecting to: provide and use safety devices and safeguards
18 reasonably adequate to render the employment and place of employment safe; adopt and use
19 methods and processes reasonably adequate to render the employment and place of employment
20 safe; and do every other thing reasonably necessary to protect the life, safety, and health of
21 employees in violation of Labor Code section 6403. Defendants’ failures include, without limitation:
22 failing to disinfect surfaces after use by Plaintiffs and other Aggrieved Employees; failing to provide
23 adequate protection equipment to Plaintiffs and other Aggrieved Employees; and failing to provide
24 adequate distance in working conditions between Plaintiffs and other Aggrieved Employees. The
25 allegations in this paragraph are likely to have evidentiary support after a reasonable opportunity
26 for further investigation or discovery.

27 36. At all relevant times mentioned herein, Defendants have had a policy or practice of
28 failing to give sufficient, adequate and proper notice to employees of the Covid-19 exposure within

1 one business day of receiving notice of a Covid-19 workplace exposure from a qualifying individual
2 and further Defendants do not or did not keep adequate records of written notifications required in
3 subdivision (a) for a period of at least three years in violation of Labor Code section 6409.6. The
4 allegations in this paragraph are likely to have evidentiary support after a reasonable opportunity
5 for further investigation or discovery.

6 37. At all relevant times mentioned herein, Defendants have had a policy or practice of
7 failing, within one business day after Defendants or a representative of Defendants received a notice
8 of potential exposure to COVID-19, to notify Plaintiffs and other Aggrieved Employees who were
9 on the premises at the same worksite as the qualifying individual within the infectious period, and
10 the employers of subcontracted employees who were on the premises at the same worksite as the
11 qualifying individual within the infectious period and the exclusive representative, if any, of the
12 cleaning and disinfection plan that the employer is implementing per the guidelines of the COVID19
13 prevention program per the Cal-OSHA COVID-19 Emergency Temporary Standards, among other
14 things in violation of Labor Code sections 6409.6 and 6432. The allegations in this paragraph are
15 likely to have evidentiary support after a reasonable opportunity for further investigation or
16 discovery.

17 38. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
19 and experience they obtained at Defendants for purposes of competing with Defendants, including,
20 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
21 a prospective employer, and from disclosing who else works at Defendants and under what
22 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
23 and believe that this policy and/or practice violates Business and Professions Code sections 17200,
24 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
25 Code sections 232, 232.5, and 1197.5, subdivision (k). The allegations in this paragraph are likely
26 to have evidentiary support after a reasonable opportunity for further investigation or discovery.

27 39. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
28 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state

1 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
2 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
3 subdivision (k). Plaintiffs are informed and believe that this lawful conduct includes the exercise of
4 Plaintiffs' and/or other Aggrieved Employee's constitutional rights of freedom of speech and
5 economic liberty. The allegations in this paragraph are likely to have evidentiary support after a
6 reasonable opportunity for further investigation or discovery.

7 40. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
8 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
9 404, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040
10 seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest
11 periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure to
12 indemnify work-related expenses, failure to pay interest on deposits made, other such provisions of
13 California law, and reasonable attorneys' fees and costs.

14 41. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
15 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
16 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
17 appropriate and effective means to prevent further violations, as well as all monies owed but
18 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
19 restitution of amounts owed.

20 42. Plaintiffs, in Plaintiffs' representative capacity, seeks civil penalties under Labor
21 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
22 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
23 Employees pursuant to PAGA.

24 **CLASS ACTION ALLEGATIONS**

25 43. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
26 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
27 and former non-exempt employees of Defendants within the State of California at any time
28

1 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
2 of the class action is provided to the class (collectively referred to as "Class Members").

3 44. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
4 to amend or modify the class description with greater specificity, further divide the defined class
5 into subclasses, and to further specify or limit the issues for which certification is sought.

6 45. This action has been brought and may properly be maintained as a class action under
7 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
8 of interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 46. The potential Class Members as defined are so numerous that joinder of all the
11 members of the Class is impracticable. While the precise number of Class Members has not been
12 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
13 Members employed by Defendants within the State of California.

14 47. Accounting for employee turnover during the relevant periods necessarily increases
15 this number. Plaintiffs allege Defendants' employment records would provide information as to the
16 number and location of all Class Members. Joinder of all members of the proposed Class is not
17 practicable.

18 **B. Commonality**

19 48. There are questions of law and fact common to Class Members. These common
20 questions include, but are not limited to:

- 21 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all
22 minutes worked at a proper overtime rate of pay?
- 23 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
24 for all other time worked at the employee's regular rate of pay and a rate of pay that
25 is greater than the applicable minimum wage?
- 26 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
27 Class Members to take compliant meal periods?

28 ///

- 1 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
2 with additional wages for missed or interrupted meal periods?
- 3 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
4 Class Members to take compliant rest periods?
- 5 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
6 with additional wages for missed rest periods?
- 7 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
8 Members upon termination or resignation all wages earned?
- 9 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
10 section 203?
- 11 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
12 Class Members with accurate wage statements?
- 13 J. Did Defendants fail to pay Class Members in a timely fashion as required under
14 Labor Code section 204?
- 15 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
16 losses incurred in direct consequence of the discharge of their duties or by obedience
17 to the directions of Defendants as required under Labor Code section 2802?
- 18 L. Did Defendants fail to return deposits made by Class Members with accrued interest
19 thereon as required under Labor Code section 404?
- 20 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
21 section 17200, et seq., by their unlawful practices as alleged herein?
- 22 N. Are Class Members entitled to restitution of wages under Business and Professions
23 Code section 17203?
- 24 O. Are Class Members entitled to costs and attorneys' fees?
- 25 P. Are Class Members entitled to interest?

26 C. **Typicality**

- 27 49. The claims of Plaintiffs herein alleged are typical of those claims which could be
28 alleged by any Class Members, and the relief sought is typical of the relief which would be sought

1 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
2 damages arising out of and caused by Defendants' common course of conduct in violation of laws
3 and regulations that have the force and effect of law and statutes as alleged herein.

4 **D. Adequacy of Representation**

5 50. Plaintiffs will fairly and adequately represent and protect the interest of Class
6 Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and
7 hour class actions.

8 **E. Superiority of Class Action**

9 51. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
11 questions of law and fact common to Class Members predominate over any questions affecting only
12 individual Class Members. Class Members, as further described therein, have been damaged and
13 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
14 violation of the Labor Code at times, as set out herein.

15 52. Class action treatment will allow Class Members to litigate their claims in a manner
16 that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware
17 of any difficulties that are likely to be encountered in the management of this action that would
18 preclude its maintenance as a class action.

19 **FIRST CAUSE OF ACTION**

20 **(Failure to Pay Overtime Wages – Against All Defendants)**

21 53. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
22 preceding paragraphs as though fully set forth hereat.

23 54. At all relevant times, Plaintiffs and Class Members were employees or former
24 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
25 Wage Orders.

26 55. At all times relevant to this Complaint, Labor Code section 510 was in effect and
27 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
28 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated

1 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

2 56. At all times relevant to this Complaint, Labor Code section 510 further provided that
3 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
4 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
5 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

6 57. Four (4) years prior to the filing of the Complaint in this Action through the present,
7 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
8 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
9 consecutive workdays in a workweek, without being paid overtime wages for all minutes worked as
10 a result of, including but not limited to, Defendants failing to accurately track and/or pay for all
11 minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class
12 Members.

13 58. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
14 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
15 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
16 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
17 applicable IWC Wage Orders, and California law.

18 59. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
19 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
20 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
21 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

22 **SECOND CAUSE OF ACTION**

23 **(Failure to Pay Minimum Wages – Against All Defendants)**

24 60. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth hereat.

26 61. At all relevant times, Plaintiffs and Class Members were employees or former
27 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

28 ///

62. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all minutes worked or otherwise under Defendants' control.

63. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

64. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.

65. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

66. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

67. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

68. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

69. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,

1 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
2 of compensation for each workday that the meal period is not provided.

3 70. For four (4) years prior to the filing of the Complaint in this Action through the
4 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
5 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
6 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
7 at the Class Member's regular rate of compensation on the occasions that Class Members were not
8 provided compliant meal periods.

9 71. By their failure to provide Plaintiffs and Class Members compliant meal periods as
10 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
11 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
12 violated the provisions of Labor Code section 512 and applicable Wage Orders.

13 72. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
14 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
15 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

16 73. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
17 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
18 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
19 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

20 **FOURTH CAUSE OF ACTION**

21 **(Failure to Provide Rest Periods – Against All Defendants)**

22 74. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

24 75. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by applicable Wage Orders.

26 76. California law and applicable Wage Orders require that employers "authorize and
27 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
28 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a

1 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
2 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
3 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
4 thirty (30) minutes of paid rest period.

5 77. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
6 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
7 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
8 regular rate of compensation for each work day that the rest period is not provided.

9 78. For four (4) years prior to the filing of the Complaint in this Action through the
10 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
11 timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
12 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
13 Member's regular rate of compensation on the occasions that Class Members were not authorized
14 or permitted to take compliant rest periods.

15 79. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
16 take rest periods contemplated by California law, and one (1) additional hour of pay at the
17 employee's regular rate of compensation for such unprovided rest periods, as alleged above,
18 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
19 Orders.

20 80. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
22 owed for rest periods that they were not authorized or permitted to take.

23 81. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
24 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
25 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
26 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 82. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 83. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 84. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
11 discharge immediately upon termination. Class Members who resigned were entitled to payment of
12 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
13 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
14 unpaid at the time of resignation.

15 85. Plaintiffs are informed and believe, and based thereon allege, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
18 Members all wages earned prior to resignation or termination in accordance with Labor Code
19 sections 201 or 202.

20 86. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and
21 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
26 or resignation.

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1 87. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
2 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
3 resignation, until paid, up to a maximum of thirty (30) days.

4 88. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
5 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
6 prior to termination or resignation.

7 89. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
8 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
9 waiting time penalties, interest, and their costs of suit, as well.

10 **SIXTH CAUSE OF ACTION**

11 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

12 90. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
13 preceding paragraphs as though fully set forth hereat.

14 91. At all relevant times, Plaintiffs and Class Members were employees or former
15 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

16 92. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
17 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
18 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
19 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
21 employer; and the name and address of the entity securing the services of the farm labor contractor
22 who employed Plaintiffs and Class Members, among other things.

23 93. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
24 before the filing of the Complaint in this Action through the present, Defendants failed to comply
25 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
26 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
27 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
28 all applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate; and the name and address of the legal entity that is the employer; and
2 the name and address of the entity securing the services of the farm labor contractor who employed
3 Plaintiffs and Class Members, among other things.

4 94. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
5 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
6 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
7 provided wage statements that Defendants knew were not accurate.

8 95. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
9 suffered injury. The absence of accurate information on Class Members' wage statements at times
10 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
11 mathematical computations to determine the amount of wages owed; causes difficulty and expense
12 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
13 about wages and amounts deducted from wages to state and federal governmental agencies, among
14 other things.

15 96. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
16 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
17 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
18 pay period, not to exceed an aggregate \$4,000.00 per employee.

19 97. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
20 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
21 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
22 attorneys' fees, and costs of suit.

23 **SEVENTH CAUSE OF ACTION**

24 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

25 98. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
26 incorporate each by reference as though fully set forth hereat.

27 99. At all relevant times, Plaintiffs and Class Members were employees or former
28 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

1 100. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
2 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
3 during which the labor was performed, and labor performed between the 16th and the last day,
4 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
5 month.”

6 101. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
7 independent and apart from, any other penalty provided in this article, every person who fails to pay
8 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
9 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
10 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
11 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
12 percent of the amount unlawfully withheld.”

13 102. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
14 before the filing of the Complaint in this Action through the present, Defendants employed policies
15 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
16 Labor Code section 204.

17 103. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
18 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
19 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
20 for each subsequent violation in connection with each payment that was made in violation of Labor
21 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

22 104. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
23 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
24 penalties, interest, and their costs of suit, as well.

25 **EIGHTH CAUSE OF ACTION**

26 **(Violation of Labor Code § 2802 – Against All Defendants)**

27 105. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
28 preceding paragraphs as though fully set forth hereat.

1 106. At all relevant times, Plaintiffs and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

3 107. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
4 his or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties . . .”

6 108. For three (3) years prior to the filing of the Complaint in this Action through the
7 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
8 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
9 obedience to the directions of Defendants that included, without limitation: purchasing and/or
10 providing unreturned deposits for mandatory work uniforms; laundering mandatory work uniforms;
11 and purchasing tools necessary to perform work duties.

12 109. During that time period, Plaintiffs are informed and believe, and based thereon allege
13 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and
14 Class Members for those losses and/or expenditures.

15 110. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
16 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
17 herein-described losses and/or expenditures.

18 111. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
19 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
20 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
21 costs of suit.

22 **NINTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 404 – Against All Defendants)**

24 112. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
25 preceding paragraphs as though fully set forth herein.

26 113. At all relevant times, Plaintiffs and Class Members were employees or former
27 employees of Defendants covered by Labor Code sections 400 through 410.

28 ///

1 114. Pursuant to Labor Code section 404, Defendants were required to immediately return
2 amounts deposited for uniforms with accrued interest when Plaintiffs and Class Members returned
3 the required uniforms to Defendants.

4 115. Plaintiffs are informed and believe, and based thereon allege that for three (3) years
5 prior to the filing of this Action through the present, due to policies and practices adopted by
6 Defendants, Defendants violated Labor Code section 404 by failing to, at times, immediately return
7 accrued interest on deposits made by Plaintiffs and Class Members upon their returning their
8 uniforms to Defendants.

9 116. As a result of Defendants' conduct, Plaintiffs and Class Members have suffered
10 damages in an amount subject to proof, to the extent they were not compensated for accrued interest
11 on amounts deposited for mandatory uniforms upon returning their uniforms to Defendants.

12 117. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiffs and Class Members
13 are entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorney's fees
14 and costs of suit.

15 **TENTH CAUSE OF ACTION**

16 **(Unfair Competition – Against All Defendants)**

17 118. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
18 preceding paragraphs as though fully set forth hereat.

19 119. Plaintiffs are informed and believe, and based thereon allege that the unlawful
20 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
21 and Professions Code section 17200. Due to their unlawful business practices in violation of the
22 Labor Code, Defendants have gained a competitive advantage over other comparable companies
23 doing business in the State of California that comply with their obligations to compensate employees
24 in accordance with the Labor Code.

25 120. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
26 Members have suffered injury in fact and lost money or property.

27 121. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
28 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor

1 Code and requiring the establishment of appropriate and effective means to prevent further
2 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
3 including interest thereon, in which they had a property interest and which Defendants nevertheless
4 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
5 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
6 enriched by their failure to comply with the Labor Code.

7 122. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
8 Procedure section 1032 and interest under Civil Code section 3287.

9 **ELEVENTH CAUSE OF ACTION**

10 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

11 123. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
12 preceding paragraphs as though fully set forth hereat.

13 A. Civil Penalties Under Labor Code § 210 38.

14 124. At all relevant times herein, Labor Code section 204, requires and required that:
15 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
16 for between the 16th and 26th day of the month during which the labor was performed, and labor
17 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
18 between the 1st and 10th day of the following month.”

19 125. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
20 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
22 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
23 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
24 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
25 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

26 126. At all relevant times herein, Defendants have had a consistent policy or practice of
27 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
28 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other

1 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
2 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
3 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
4 for each subsequent violation in connection with each payment that was made in violation of Labor
5 Code section 204.

6 B. Civil Penalties Under Labor Code § 226.3

7 127. Defendants had and have a policy or practice of failing to comply with Labor Code
8 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees
9 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
10 wages earned; the name and address of each employer with whom they have been placed to work;
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
13 entity securing the employer's services if the employer is a farm labor contractor; and other such
14 information as required by Labor Code section 226, subdivision (a).

15 128. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
16 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
17 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
18 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
19 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

20 129. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
21 this section are in addition to any other penalty provided by law."

22 130. Plaintiffs are informed and believe, and based thereon allege, that Defendants had
23 and have a policy or practice of failing to furnish non-exempt employees, including, without
24 limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total
25 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
26 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
27 name of the employer and/or the name and address of the legal entity securing the employer's
28

1 services if the employer is a farm labor contractor; and other such information as required by Labor
2 Code section 226, subdivision (a).

3 131. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
4 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
5 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
6 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
7 period for each subsequent violation.

8 C. Violation of Labor Code § 558

9 132. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
10 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
11 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
12 penalty as follows:

13 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
14 pay period for which the employee was underpaid in addition to an amount sufficient to
15 recover underpaid wages;

16 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
17 for each pay period for which the employee was underpaid in addition to an amount
18 sufficient to recover underpaid wages;

19 (3) Wages recovered pursuant to this section shall be paid to the affected employee."

20 133. Plaintiffs are informed and believe, and based thereon allege, that Defendants, and
21 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
22 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
23 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
24 regular payday designated by employer, the name of the employer, including any "doing business
25 as" names used, the name, address, and telephone number of the workers' compensation insurance
26 carrier, information regarding paid sick leave, and other pertinent information.

27 134. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty
2 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
3 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

4 D. Violation of Labor Code § 1174.5.

5 135. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
6 every person employing labor in California to "[a]llow any member of the commission or the
7 employees of the Division of Labor Standards Enforcement free access to the place of business or
8 employment of the person to secure any information or make any investigation that they are
9 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
10 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
11 or papers of the person."

12 136. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
13 every person employing labor in California to "[k]eep a record showing the names and addresses of
14 all employees employed and the ages of all minors."

15 137. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
16 every person employing labor in California to "[k]eep, at a central location in the state or at the
17 plants or establishments at which employees are employed, payroll records showing the hours
18 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
19 piece rate paid to, employees employed at the respective plants or establishments. These records
20 shall be kept in accordance with rules established for this purpose by the commission, but in any
21 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
22 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
23 earned."

24 138. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
25 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
26 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
27 member of the commission or employees of the division to inspect records pursuant to subdivision
28 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

1 139. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
2 willfully failed to keep adequate or accurate time records including wage statements and similar
3 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
4 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
5 under Labor Code section 1174.

6 140. As a direct and proximate result of the herein-described Labor Code violations,
7 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to
8 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
9 hundred dollars (\$500) per violation per Aggrieved Employee.

10 E. Violation of Labor Code § 1197.1

11 141. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
12 person acting either individually or as an officer, agent, or employee of another person, who pays
13 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
14 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
15 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
16 Section 203 as follows:

- 17 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
18 for each underpaid employee for each pay period for which the employee is
19 underpaid. This amount shall be in addition to an amount sufficient to recover
20 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
21 penalties imposed pursuant to Section 203.
- 22 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
23 (\$250) for each underpaid employee for each pay period for which the employee is
24 underpaid regardless of whether the initial violation is intentionally committed. This
25 amount shall be in addition to an amount sufficient to recover underpaid wages,
26 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
27 pursuant to Section 203.
- 28 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to

1 Section 203, recovered pursuant to this section shall be paid to the affected
2 employee.”

3 142. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
4 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
5 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees’ minimum
6 wages for all hours worked or otherwise under Defendants’ control due to, without limitation,
7 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding
8 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
9 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
10 work off the clock, entitling Plaintiffs and other aggrieved Employees to actual and liquidated
11 damages.

12 143. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
15 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
16 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
17 subsequent violation.

18 F. Civil Penalties Under Labor Code § 2699

19 144. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
20 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
21 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
22 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
23 action brought by an aggrieved employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures specified in Labor Code section 2699.3.

25 145. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
26 Code except those for which a civil penalty is specifically provided, the established civil penalty for
27 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
28 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved

1 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation.

3 146. Plaintiffs are informed and believe and based thereon allege that Defendants, and
4 each of them, violated the Labor Code sections described herein, including, without limitation, for
5 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
6 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
7 name of the employer, including “doing business as” names used, the name, address, and telephone
8 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
9 other pertinent information required to be disclosed by Defendants under Labor Code section
10 2810.5, failing to provide Plaintiffs and other Aggrieved Employees with the amount of paid sick
11 leave required to be provided pursuant to California and local laws.

12 147. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
13 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
14 connection with their herein-described claims for civil penalties.

15 **DEMAND FOR JURY TRIAL**

16 148. Plaintiffs demand a trial by jury on all causes of action contained herein.

17 **PRAYER**

18 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for
19 judgment against Defendants as follows:

- 20 A. An order certifying this case as a Class Action;
21 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs’
22 counsel as class counsel;
23 C. Damages for all wages earned and owed, including minimum and overtime wages,
24 under Labor Code sections 510, 1194, 1197 and 1199 and 227.3;
25 D. Liquidated damages pursuant to Labor Code sections 1194.2;
26 E. Damages for unpaid premium wages from missed meal and rest periods under, among
27 other Labor Code sections, 512 and 226.7;

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- 1 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
2 (e);
- 3 G. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
4 (e);
- 5 H. Waiting time penalties under Labor Code section 203;
- 6 I. Penalties to timely pay wages under Labor Code section 210;
- 7 J. Damages under Labor Code sections 2802;
- 8 K. Damages under Labor Code section 404;
- 9 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
10 the California Labor Code and requiring the establishment of appropriate and
11 effective means to prevent future violations;
- 12 M. Restitution of wages and benefits due which were acquired by means of any unfair
13 business practice, according to proof;
- 14 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 15 O. For attorneys' fees in prosecuting this action;
- 16 P. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
17 1197.1, and 2699;
- 18 Q. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
19 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 20 R. For costs of suit incurred herein; and
- 21 S. For such other and further relief as the Court deems just and proper.

22
23 Dated: April 8, 2025

BIBIYAN LAW GROUP, P.C.

24
25 BY: /s/ Brandon M. Chang

BRANDON M. CHANG

26 Attorneys for Plaintiffs JOSE PEREZ VENTURA
27 and IRIS ARASELI HERNANDEZ on behalf of
28 themselves and all others similarly situated

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

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

Executed on April 29, 2025, at Los Angeles, California.

/s/ Araceli Marquez
Araceli Marquez