

Adam Rose (210880)
adam@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, Suite #1084
Calabasas, CA 91302
Telephone: (818) 914-9433
Facsimile: (818) 914-3433

Attorney for Plaintiff
Arika Olivo

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

ARIKA OLIVO, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NOR-CAL VENTURE GROUP, INC., and
DOES 1 - 100,

Defendants.

Case No.: **25CV010347**

CLASS ACTION COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Wage Statement Penalties
6. Violation of Unfair Competition Law
7. Private Attorney General Act

Preliminary Allegations

1. Plaintiff Arika Olivo ("Plaintiff") is a resident of Sacramento County.
2. Defendant Nor-Cal Venture Group, Inc. ("Defendant") is a California corporation with its principal place of business in Alameda County.
3. The Class is defined as all current or former non-exempt employees of Defendant employed in the State of California within four years prior to the date of the filing of this action through the date of final disposition.

1 4. The Aggrieved Employees are all current or former non-exempt employees of Defendant
2 employed in the State of California within one year prior to the date that Plaintiff mailed the PAGA
3 notice to Defendant, number LWDA-CM-1081001-25, through the date of the final disposition.

4 5. Plaintiff is unaware of the true names or capacities of Does 1 to 100 and therefore uses
5 fictitious names. Plaintiff will amend to insert the true names and capacities when the information
6 is obtained. Each of the Doe Defendants participated in some way in the wrongful acts and
7 omissions alleged below, and is liable for damages and other relief to which Plaintiff is entitled.
8 Defendant and Doe Defendants are collectively referred to as Defendants.

9 6. Plaintiff, the Class, and the Aggrieved Employees routinely found themselves deprived of
10 statutorily mandated meal and rest breaks—regularly working their entire eight-hour shifts without
11 breaks. Even when a rest break was formally scheduled, employees’ second ten-minute break in an
12 eight-hour shift was often delayed or wholly denied. Additionally, employees were required to
13 clock out for designated meal periods even though they were required to continue working.

14 7. Defendant’s management further exacerbated the violations by interrupting or abbreviating
15 the few breaks employees did receive.

16 8. Plaintiff, the Class, and Aggrieved Employees had to work off-the-clock and as a result
17 were not paid overtime. Defendants would also require Plaintiff, the Class, and Aggrieved
18 Employees to clock in under another employee’s name or number to circumvent overtime liability.

19 20 **CLASS ACTION ALLEGATIONS**

21 9. This may be maintained as a class action under Code of Civil Procedure section 382
22 because the claims asserted herein meet all the necessary prerequisites for class action treatment.

23 a. Numerosity: The Class meets the numerosity requirement because on information and
24 belief it consists of over 100 members, which would make joinder of individual class members
25 impracticable.

26 b. Typicality: The typicality requirement is satisfied because Plaintiff’s claims are identical to
27 the claims being asserted by members of the Class.

28 c. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the

1 members of the Class. Counsel for Plaintiff and the class members have substantial experience in
2 litigating employment matters generally, and class action cases specifically.

3 d. Superiority: A class action is superior to other available means in resolving this controversy
4 because it provides the optimal level of efficiency and fairness under the circumstances. Moreover,
5 questions of law and fact which are common to the class predominate over any questions affecting
6 only individual members—to the extent any individual questions exist at all.

7 e. Commonality: The commonality requirement is satisfied for the Class because there are
8 common questions involving the rights of each class member and the relief sought by the entire
9 class including:

10 i. Whether Defendant underpaid wages in violation of Labor Code § 1194;

11 ii. Whether Defendant failed to provide Class members with complaint rest breaks or
12 payment in lieu thereof as required under Labor Code § 226.7;

13 iii. Whether Defendant failed to provide members of the Class with accurate itemized
14 wage statements as required under Labor Code § 226(a);

15 iv. Whether Defendant's scheduling practices caused employees to exceed eight hours
16 in a day or forty hours in a week without overtime compensation, in violation of Labor Code §§
17 510, 1194, and applicable Wage Orders;

18 v. Whether Defendant violated statutory requirements relating to wage statements;

19 vi. Whether Defendant violated Business & Professions Code § 17200 et seq. by
20 engaging in the acts alleged herein; and

21 vii. The nature and extent of the damages, penalties, restitution, and injunctive relief to
22 which Plaintiff and the Class are entitled.

23 24 **PAGA ALLEGATIONS**

25 10. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
26 for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may,
27 as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
28 of himself or herself and other current or former employees.

11. On February 19, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

12. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS

Against All Defendants

13. Plaintiff incorporates by reference the paragraphs above.

14. Labor Code § 512 and the Wage Orders provide that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes or for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

15. An employer provides compliant meal breaks to its employees if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, (2012) 53 Cal.4th 1004, 1040.)

16. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not impede or discourage its employees from taking compliant meal breaks.

17. Defendants failed to provide Plaintiff and the Class with compliant meal breaks.

18. For each day that Defendants failed to provide Plaintiff and the Class with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is one additional hour of pay at the regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.)

19. Defendants failed to pay premium pay at Plaintiff and Class Members’ regular rate of pay for each day a meal break was missed.

20. Plaintiff and the Class are therefore entitled to recover premium pay for missed meal breaks, interest, attorney fees, and costs.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT REST PERIODS

Against All Defendants

21. Plaintiff incorporates by reference the paragraphs above.

22. Labor Code § 226.7 and the Wage Orders require employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

23. Furthermore, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, (2016) 2 Cal.5th 257, 269.)

24. Defendants failed to provide Plaintiff and the Class with compliant rest breaks.

25. For each day that Defendants failed to provide Plaintiff and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is one additional hour of pay at Plaintiff and the Class Members’ regular rate of pay.

26. Defendants failed to pay premium pay at Plaintiff and the Class Members’ regular rate of pay for each day a rest break was missed.

27. Plaintiff and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, attorney fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED

Against All Defendants

28. Plaintiff incorporates by reference the paragraphs above.

29. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay at least minimum wages for all hours worked under eight hours a day or fewer 40 hours a week.

30. Defendants failed to pay Plaintiff and the Class for all hours worked.

31. Plaintiff and the Class are therefore entitled to recover all unpaid wages, liquidated damages, interest, attorney fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME OWED

Against All Defendants

32. Plaintiff incorporates by reference the paragraphs above.

33. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

34. Defendants failed to pay Plaintiff and the Class all overtime wages owed.

35. Plaintiff and the Class are therefore entitled to recover all unpaid overtime wages, interest, attorney fees, and costs.

FIFTH CAUSE OF ACTION

WAGE STATEMENT PENALTIES

Against All Defendants

36. Plaintiff incorporates by reference the paragraphs above.

37. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff and the Class in violation of Labor Code § 226(a).

38. The wage statements that Defendants issued were inaccurate and incomplete.

39. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff and the Class.

1 40. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties,
2 attorney fees, and costs.

3
4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF UNFAIR COMPETITION LAW**

6 **Against All Defendants**

7 41. Plaintiff incorporates by reference the paragraphs above.

8 42. Defendants' conduct described herein constitutes unfair competition under the unlawful
9 prong of the UCL.

10 43. Pursuant to Business and Professions Code 17203, Plaintiff and the Class are entitled to
11 restitution of all wrongfully withheld wages.

12 44. Plaintiff may recover attorneys' fees pursuant to Code of Civil Procedure section 1021.5.

13
14 **SEVENTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **Against All Defendants**

17 45. Plaintiff and the Aggrieved Employees incorporate by reference the paragraphs above.

18 46. With respect to violations of Labor Code sections 226.7 and 558 for Defendant's failure to
19 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
20 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

21 47. With respect to violations of Labor Code section 226.7 for Defendant's failure to provide
22 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
23 the penalties in Labor Code section 2699 apply.

24 48. For violations of Labor Code § 1194 for the minimum wage violations, the penalties in
25 Labor Code section 1197.1 apply.

26 49. With respect to violations of Labor Code sections 510 and 1194 for not compensating for
27 overtime wages, the penalties in Labor Code sections 558 and 2699 apply.

1 50. For failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees,
2 the penalties in Labor Code §§ 226.3 and 2699 apply.

3 51. Pursuant to Labor Code § 2699(k)(1), Plaintiff seeks public injunctive relief in the form of
4 an Order enjoining Defendants from continuing to violate the Labor Code.

5 52. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorneys' fees pursuant
6 to Labor Code § 2699(k).

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

10 **First Cause of Action**

- 11 1. Premium pay
12 2. Interest
13 3. Attorneys' fees
14 4. Costs
15 5. Other relief the court deems proper
16

17 **Second Cause of Action**

- 18 1. Premium pay
19 2. Interest
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper
23

24 **Third Cause of Action**

- 25 1. Payment of wages
26 2. Liquidated damages
27 3. Interest
28 4. Attorneys' fees

- 1 5. Costs
2 6. Other relief the court deems proper
3

4 Fourth Cause of Action

- 5 1. Payment of overtime
6 2. Interest
7 3. Attorneys' fees
8 4. Costs
9 5. Other relief the court deems proper
10 6.

11 Fifth Cause of Action

- 12 1. Wage statement penalties
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper
16

17 Sixth Cause of Action

- 18 1. Restitution of all wrongfully withheld wages
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper
22 5.

23 Seventh Cause of Action

- 24 1. All applicable PAGA penalties
25 2. Injunctive relief
26 3. Attorneys' fees
27 4. Costs
28 5. Other relief the court deems proper

1 Date: April 27, 2025

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/s/ Adam Rose

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Attorney for Plaintiff

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Arika Olivo

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