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Attorneys for Plaintiff MARIA HORTENCIA PEREZ ALCANTAR as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

MARIA HORTENCIA PEREZ
ALCANTAR, as a designated Private
Attorney General, pursuant to the Private
Attorney General Act,

Plaintiff,

v.

L&J INNOVATIONS, LLC; RANCHO
NUEVO HARVESTING, INC; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 25CV03413

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff MARIA HORTENCIA PEREZ ALCANTAR (“Plaintiff”) complains and alleges
2 as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of state of California as a Private Attorney
5 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
6 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
7 herein by Defendants L&J INNOVATIONS, LLC and RANCHO NUEVO HARVESTING, INC.
8 (“Defendants”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one
9 (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney
10 General, reserves the right to amend this complaint to reflect a different “Time Period” as further
11 discovery is conducted.

12 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
13 relief against Defendants for their: (1) failure to pay all wages due, including minimum and
14 overtime wages; (2) statements failure to provide meal periods or compensation in lieu thereof,
15 (3) failure to provide rest periods or compensation in lieu thereof, (4) failure to provide accurate
16 itemized wage statements; and (5) failure to pay wages due upon termination of employment.

17 3. At all relevant times herein, Defendants have consistently maintained and enforced
18 the following unlawful policies and practices against its workforce by:

- 19 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
20 wages;
- 21 (b) Willfully refusing to provide timely uninterrupted meal and rest periods or
22 adequate compensation in lieu thereof; and
- 23 (c) Willfully refusing to furnish accurate itemized wage statements upon payment of
24 wages; and
- 25 (d) Willfully refusing to pay all wages due upon separation of employment;

26 **JURISDICTION AND VENUE**

27 4. This Court has subject matter jurisdiction over the causes of action alleged in this
28 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise

1 excluded from exercising subject matter jurisdiction over said causes of action.

2 5. Venue is proper in the County of Santa Barbara because Defendants, transact
3 business in this county, the obligations and liability arise in this county.

4 6. The California Superior Court has jurisdiction in the matter, because of the any
5 individual penalties attributable to Plaintiff as a putative aggrieved employee is under the seventy-
6 five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks
7 recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Santa
8 Barbara, State of California.

9 7. Further, there is no federal question at issue as the issues herein are based solely
10 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
11 Professions Code, and California Rules of Court.

12 **THE PARTIES**

13 **Plaintiff**

14 8. Plaintiff was employed by Defendants as a non-exempt employee from in or
15 around March 2021 through in or around October 2024, at Defendants' place of business in Santa
16 Maria, California. At all relevant times herein, Plaintiff was employed by Defendants in a paid
17 hourly non-exempt position. At all relevant times herein, Plaintiff was entitled to compensation
18 for all hours worked, including minimum, regular, and overtime wages, as well as meal and rest
19 period premiums from Defendants.

20 **Defendants**

21 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
22 California businesses and were Plaintiff's employer. On information and belief, and based
23 thereon, Plaintiff alleges that Defendants are conducting business in good standing in California,
24 and at all times herein mentioned has regularly conducted business throughout the State of
25 California.

26 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
27 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
28 inclusive, but on information and belief alleges that said Defendants are legally responsible for

1 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
2 capacities of the DOE Defendants when ascertained.

3 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
4 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
6 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
7 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
8 joint employers and conspire with one another to increase profits by engaging in the conduct
9 described in this complaint.

10 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
12 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
13 below was acting, at least in part, within the course and scope of that authority as such agent,
14 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
15 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
16 are legally attributable to the other Defendants.

17 **PAGA ADMINISTRATIVE PREREQUISITE**

18 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
19 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
20 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
21 (“PAGA”).

22 14. Prior to filing this complaint, on March 28, 2025, Plaintiff gave written notice by
23 electronic uploading Plaintiff’s notice to the Labor and Workforce Development Agency
24 (“LWDA”) and to Defendants via certified mail of the specified provisions alleged to have been
25 violated, including the facts and theories to support the alleged violation as required by Labor
26 Code section 2699.3. A true and correct copy of Plaintiff’s original letter dated March 24, 2025,
27 sent to the LWDA on March 28, 2025, is attached hereto as Exhibit A.

28 15. More than sixty-five (65) days have passed since Plaintiff submitted Plaintiff’s

1 notice to the LWDA and Defendants of the specific alleged Labor Code violations, and the
2 LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
3 Plaintiff further has received no notice of Defendants; intent to cure any of the alleged violations.
4 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
5 Attorney General with regard to Plaintiff's PAGA notice.

6 **FACTUAL ALLEGATIONS**

7 16. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
8 employees the benefits due under California's wage and hour laws for work performed in
9 California. Defendants wrongfully refused to compensate its employees for minimum wages,
10 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
11 wage statements, and pay wages owed at the end of the employment, as required under California
12 law.

13 17. Throughout the Relevant Time Period, Defendants employed hourly non-exempt
14 positions throughout California. Defendants failed to pay Plaintiff and other non-exempt hourly
15 employees all earned wages by failing to pay for all hours worked and failing to pay the proper
16 overtime and double time rates of pay, among other things. Plaintiff and other non-exempt hourly
17 employees were frequently required to work through their legally mandated first (1st) and second
18 (2nd) rest periods, as well as their meal periods. Defendants failed or refused to provide premium
19 compensation to Plaintiff and other non-exempt hourly employees for all late meal periods, short
20 meal periods, and all missing meal periods. Further, Defendants failed to record and/or pay
21 Plaintiff and other non-exempt hourly employees for all hours subjected to Defendants' control
22 and work in excess of eight (8) hours and/or twelve (12) hours per workday and failed to pay said
23 hours at the proper overtime and double time rates.

24 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
25 policies and practices described herein are common within the State of California.

26 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
27 herein mentioned, Defendants were advised by skilled lawyers, employees and other
28 professionals who were knowledgeable about California's wage and hour laws, employment and

1 personnel practices, and the requirements of California law.

2 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
3 or should have known that by not compensating its employees for all hours worked, including
4 minimum, regular, and overtime wages, for work that was required to be performed was in
5 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
6 Defendants failed to pay its employees earned wages by failing to compensate at the mandatory
7 minimum wage and proper overtime rate. Defendants also failed to pay its employees at the
8 requisite overtime rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
9 per workday.

10 21. Plaintiff alleges that Defendants failed to compensate its employees at the legally
11 mandated wage rates for all hours worked. Specifically, Defendants failed to pay Plaintiff and
12 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
13 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
14 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
15 periods and attend to work responsibilities while off-the-clock. Further, Defendants failed or
16 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
17 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendants
18 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
19 wherein Defendants' employees were denied pay each workday while attempting to clock in for
20 their shifts.

21 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
22 or should have known that it was required to provide its employees with itemized wage statements
23 that accurately showed their actual hours worked, total hours worked, number of hours worked at
24 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
25 accordance with California law. In violation of the Labor Code, Defendants failed to provide its
26 employees with accurate itemized wage statements showing their rate of pay, the actual hours
27 worked, correct premium wages earned per pay period, as well as the total hours work per pay
28 period.

23. By failing to include on its wage statements all minimum wage and overtime owed, Defendants failed to keep and provide accurate wage statements in violation of the California labor code.

24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that its employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Defendants failed to pay all wages due, within permissible time periods, upon separation of employment.

FIRST CAUSE OF ACTION

**VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND
OVERTIME**

(Plaintiff As a Private Attorney General Against All Defendants)

25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

26. Any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

27. Defendants' employees regularly worked over eight (8) hours per day and forty (40) hours per week. Defendants failed to pay its employees minimum wage for all hours worked and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendants. Defendants directed Plaintiff and other employees to not input time after working overtime and to input any time worked for the following day. In addition, Plaintiff and class members were obligated to work off-the-clock as a result of Defendants' failure to permit sufficient time to complete the assigned route and Defendants exerted control of Plaintiff and other employees off-the-clock.

28. Since the LWDA has not indicated that it will be investigating more than sixty-five (65) days since Plaintiff provided notice, and because Defendants took no corrective action

1 to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any
2 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
3 and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the
4 following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
5 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

6 29. Plaintiff is informed and believes that Defendants have violated, and continues to
7 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
8 minimum wages and overtime.

9 30. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
10 penalties for each and every violation shown to exist or to have occurred during the Relevant
11 Time Period, in an amount according to proof, as to those penalties that are otherwise only
12 available to public agency enforcement actions.

13 31. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
14 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 1194, and prejudgment
15 interest.

16 **SECOND CAUSE OF ACTION**

17 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**

18 **COMPENSATION IN LIEU THEREOF**

19 **(Plaintiff As a Private Attorney General Against All Defendants)**

20 32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
21 complaint as if fully set forth herein.

22 33. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
23 that no employer shall employ any person for a work period of more than five (5) hours without
24 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

25 34. Labor Code section 226.7 provides that if an employer fails to provide an
26 employee with a meal period in accordance with this section, the employer shall pay the employee
27 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
28 period is not provided in accordance with this section. Plaintiff alleges Defendants failed to

1 provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or
2 not relieving employees from all work duties during meal periods thereby preventing employees
3 from taking legally compliant meal periods. Specifically, Defendants failed to schedule Plaintiff
4 and other employees timely uninterrupted meal periods prior to the fifth (5th) hour for at least
5 thirty (30) minutes. Instead, Defendants assigned work its employees in such a manner they were
6 obligated to prioritize loading, unloading, driving, amongst other tasks in lieu of a timely,
7 uninterrupted meal period.

8 35. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
9 worked shifts more than five (5) hours in a workday.

10 36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
11 waive meal periods.

12 37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
13 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
14 rate of pay for each missed meal break, in an amount to be proven at trial.

15 38. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
16 penalties for each and every violation shown to exist or to have occurred during the Relevant
17 Time Period, in an amount according to proof, as to those penalties that are otherwise only
18 available to public agency enforcement actions.

19 39. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
20 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
21 interest.

22 **THIRD CAUSE OF ACTION**

23 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR** 24 **COMPENSATION IN LIEU THEREOF**

25 **(Plaintiff As a Private Attorney General Against All Defendants)**

26 40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
27 complaint as if fully set forth herein.

28 41. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that

1 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
2 rest time per four (4) work hours, or major fraction thereof.

3 42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
4 provide and employee rest periods in accordance with this section, the employer shall pay the
5 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
6 that the rest period is not provided. Plaintiff and other employees consistently worked over four
7 (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

8 43. As described above, Defendants failed to reasonably make available rest breaks to
9 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

10 44. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
11 penalties for each and every violation shown to exist or to have occurred during the Relevant
12 Time Period, in an amount according to proof, as to those penalties that are otherwise only
13 available to public agency enforcement actions.

14 45. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
15 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
16 interest.

17 **FOURTH CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 19 **WAGE STATEMENTS**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
22 complaint as if fully set forth herein.

23 47. Labor Code section 226, subdivision (a), states in pertinent part that, "every
24 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
25 employees, either as a detachable part of the check, draft, or voucher paying the employee's
26 wages, or separately when wages are paid by personal check or cash, an accurate itemized
27 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
28 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the

1 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
2 only the last four digits of his or her social security number or an employee identification number
3 other than a social security number; (8) the name and address of the legal entity that is the
4 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
5 number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

6 48. Defendants knowingly and intentionally failed to provide timely and accurate
7 itemized wage statements to its employees in accordance with Labor Code section 226,
8 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
9 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
10 the accurate gross pay. Such failure caused injury to its employees in violation of the California
11 labor code.

12 49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
13 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
14 and all penalties for each and every violation shown to exist or to have occurred during the
15 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
16 only available to public agency enforcement actions. Funds recovered will be distributed in
17 accordance with the PAGA.

18 50. Additionally, Plaintiff is entitled to attorneys’ fees and costs pursuant to Labor
19 Code section 2699, subdivision (g)(1), and prejudgment interest.

20 **FIFTH CAUSE OF ACTION**

21 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

22 **TERMINATION OF EMPLOYMENT**

23 **(Plaintiff As a Private Attorney General Against All Defendants)**

24 51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
25 complaint as if fully set forth herein.

26 52. Employees who ended their employment with Defendants during the Relevant
27 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
28 and lawful overtime compensation and other premiums, as required by Labor Code sections 201

1 and 203.

2 53. Defendants refused and/or failed to promptly compensate its employees for wages
3 owed as a result of Defendants' failure to properly pay meal and rest break premiums, and
4 minimum and overtime compensation owed for work performed for Defendants.

5 54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
6 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
7 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
8 each of the following, as set forth in Labor Code section 2699.5, which provides that section
9 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
10 226, 226.7, 510, 512, 1174, and 1194.

11 55. Plaintiff, as a personal representative of the general public, will and does seek to
12 recover any and all penalties for each and every violation shown to exist or to have occurred
13 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
14 otherwise only available to public agency enforcement actions. Funds recovered will be
15 distributed in accordance with the PAGA.

16 56. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
17 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 3 1. For civil penalties for each violation as provided by law, including, but not
4 limited to, those civil penalties provided by PAGA;
- 5 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
6 2699, subdivision (g), and any other statutory basis or pursuant to the
7 California Rules of Court;
- 8 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
9 subdivision (g), and any other statutory basis; and
- 10 4. For all such other and further relief as the Court may deem just and proper.

11
12 Dated: June 2, 2025

MAHONEY LAW GROUP, APC

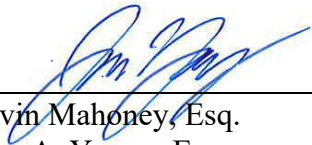
13 
14 _____
15 Kevin Mahoney, Esq.
16 John A. Young, Esq.
17 Attorneys for Plaintiff MARIA HORTENCIA
18 PEREZ ALCANTAR
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EXHIBIT A



John A. Young, Esq.
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Facsimile : (562) 590-8400
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March 28, 2025

Via Labor & Workforce Development Agency – Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<https://dir.tfaforms.net/308>

VIA U.S. MAIL & CERTIFIED MAIL# 7019 2280 0002 2411

Return Receipt Requested

Rancho Nuevo Harvesting, Inc.
ATTN: Jessica Manriquez
1225 La Brea Avenue
Santa Maria, CA 93458

VIA U.S. MAIL & CERTIFIED MAIL# 7019 2280 0002 0214 2404

Return Receipt Requested

L&J Innovations, LLC
PO Box 2922
Santa Maria, CA 93457

Re: Maria Hortencia Perez Alcantar v. L&J Innovations, LLC and Rancho Nuevo Harvesting, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; L&J Innovations, LLC
and Rancho Nuevo Harvesting, Inc.

From: Maria Hortencia Perez Alcantar, on behalf of herself and aggrieved employees who were
subject to the employers' wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Emanuel Lopez ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

Please also be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1), and 2699.3, subdivision (c)(1), and may lead to action against L&J Innovations, LLC and Rancho Nuevo Harvesting, Inc. ("Employers") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employers, and any and all related parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all offices, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Employee alleges Employers violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, by failing to provide Employees, and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Employee, and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employers in non-exempt positions in California during the liability period of one (1) year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employers Failed to Provide Employee, and other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in lieu thereof, in accordance with California law.

Employee, allege that they and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Employee, and other aggrieved employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the eleventh (11th) hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Employers did not have sufficient employees to provide relief for meal periods and thereby required Employee, and other aggrieved employees to continue working throughout their meal periods. Further, Employee, and other aggrieved regularly worked in excess of ten (10) hours, however were not provided a second (2nd) timely, uninterrupted duty-free meal period. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Moreover, Employers had a policy and practice of requiring Employee, and aggrieved employees from leaving the premises during their meal and rest periods, thus requiring them to stay under Employers' control. Employers never paid meal premiums to Employee, and aggrieved employees when they did not get thirty (30) minute duty-free meal periods. As a result of these policies and procedures, Employee, and other aggrieved employees did not receive compliant duty-free meal periods.

Employee further allege that they and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employee and other aggrieved employees were generally precluded from taking rest periods during busy seasons due to Employers' failure to sufficiently staff shifts to provide relief and thereby allow Employee and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Employee alleges they and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided. Employers' conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and the applicable IWC Wage Orders.

B. Employers Failed to Pay Employee and Other Aggrieved Employees for All Hours Worked, in Accordance with California Law, Including Both Minimum Wage and Overtime

Employers failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. Specifically, Employee and other aggrieved employees frequently worked shifts in excess of eight (8) and twelve (12) hours per day and forty (40) hours per week. Not only were they not paid for all hours worked, but they were also not paid all hours worked at the applicable overtime rate of one and one-half times their regular rate for hours worked in excess of eight (8) in one day and forty (40) in one week and double time for hours worked in excess of twelve (12) in one day.

Employers' failure to pay minimum wage and applicable overtime rates to Employee and other aggrieved employees, as well as working through meal and rest periods, as detailed above, is actionable under PAGA as a violation of Labor Code sections 221, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Orders.

C. Employers Failed to Provide Employee and Other Aggrieved Employees Compliant Wage Statements, and Failed to Pay all Wages Earned at the Time Their Employment Ended

Employers further failed to maintain complete and accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements. Specifically, Employee and other aggrieved employees received wage statements that failed to include all rest and meal break premiums earned per pay period, compensation for actual hours worked, total hours worked, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned. This conduct is in violation of Labor Code sections 226, 226.3, 1174 and 1174.5 and is actionable under PAGA.

As a further result of Employers' failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee, becomes aware of additional compensation owed or losses incurred by Employee, or by any other aggrieved employee of the Employers, Employee, expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

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Long Beach, CA 90802
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Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC