

W. Zev Abramson, State Bar No. 289387

WZA@AbramsonLabor.com

Cheryl A. Kenner, State Bar No. 305758

Cheryl.K@AbramsonLabor.com

ABRAMSON LABOR GROUP

1700 West Burbank Boulevard

Burbank, California 91506

Tel.: (213) 493-6300

Fax: (213) 723-2522

Attorneys for Plaintiff MARICELA SILVA
and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MARICELA SILVA, an individual, on behalf
of herself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

BAGDASARIAN SERVICES, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 25, inclusive,

Defendants.

Case No.: **CVRI2502850**

**CLASS ACTION AND PAGA
REPRESENTATIVE ACTION COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO KEEP AND MAINTAIN
REQUIRED RECORDS;**
- (6) FAILURE TO FURNISH TIMELY AND
ACCURATE WAGE STATEMENTS;**
- (7) FAILURE TO PAY ALL WAGES UPON
SEPARATION;**
- (8) FAILURE TO REIMBURSE ALL
NECESSARY, BUSINESS-RELATED
EXPENSES;**
- (9) VIOLATION OF CALIFORNIA'S UNFAIR
COMPETITION LAW ("UCL"), CAL. BUS.
& PROF. CODE § 17200, *ET SEQ.*; AND**
- (10) CIVIL PENALTIES FOR VIOLATIONS
OF LABOR CODE, PURSUANT TO
CALIFORNIA'S PRIVATE ATTORNEYS
GENERAL ACT ("PAGA"), §§ 2698, *ET
SEQ.***

DEMAND FOR JURY TRIAL

1 **CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiff MARICELA SILVA (“Plaintiff” or “SILVA”), on behalf of herself and all others similarly
3 situated and aggrieved, by and through her attorneys, Abramson Labor Group, hereby files this Class
4 Action and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Complaint against
5 Defendants BAGDASARIAN SERVICES, LLC, a Delaware Limited Liability Company; and DOES 1
6 through 25 inclusive, (collectively, “Defendants”), and states as follows:

7 **I. INTRODUCTION**

8 1. Plaintiff brings this class and representative action on behalf of herself, on behalf of a
9 class defined as all current and former hourly non-exempt employees of BAGDASARIAN SERVICES,
10 LLC in California at any time during the Class Period beginning four years prior to the filing of this
11 Complaint through the present (“Class Period”), and on behalf of all Aggrieved Persons who worked for
12 Defendants as hourly, non-exempt employees in California at any time during the period beginning one
13 year prior to the PAGA letter (defined below) through the present (“PAGA Period”).

14 2. This is also an enforcement action under the Labor Code Private Attorneys General Act
15 of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil penalties and any other
16 available relief on behalf of Plaintiff, the State of California, and other current and former employees
17 who work or worked for Defendants in California as non-exempt, hourly employees and who received at
18 least one wage statement during their employment, and against whom one or more violations of any
19 provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days
20 of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set
21 forth in this complaint (“Aggrieved Employees”), at any time between one year and 65 days prior to the
22 filing of this complaint (i.e., March 21, 2024) until judgment (the “PAGA Period”). Plaintiff’s share of
23 civil penalties sought in this action does not exceed \$75,000.

24 3. Defendant BAGDASARIAN SERVICES is a citrus grower with 4,500 acres of farmland
25 that also operates two citrus packing houses to pack and ship its harvest from California (Mecca,
26 California and Thermal, California) to in-state and out-of-state locations.¹

27 _____
28 ¹ <https://www.bagdasarianfarms.com/> (last accessed May 22, 2025).

1 4. Defendants' policy and practice is to deny earned wages, including premium and overtime
2 pay, to their nonexempt employees in California. Defendants do not provide their employees with legally
3 compliant meal periods and rest breaks nor premium pay in lieu thereof. Additionally, Defendants
4 require their employees to be present and to perform work uncompensated in excess of eight hours per
5 day and/or 40 hours per work week by mandating that these employees perform various forms of
6 compensable work off-the-clock including, but not limited to, regularly working through meal periods to
7 avoid accruing excessive overtime while actually being clocked out by Butlers for meal periods. In
8 addition to the lack of meal period premiums paid, Defendants also did not provide minimum wages and
9 overtime pay for this off-the-clock time. These off-the-clock waiting periods exist for the sole benefit of
10 Defendants and occurred frequently and regularly at Defendants' associated work sites throughout
11 California. This illegal practice has been in effect by Defendants since at least the start of the Class
12 Period.

13 5. Moreover, Defendants fail to timely compensate employees for all wages earned upon
14 separation and fail to properly and accurately calculate minimum wages and overtime wages and report
15 wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of
16 herself and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime
17 compensation, unreimbursed business expenses, penalties, interest, injunctive relief, damages, and
18 reasonable attorneys' fees and costs.

19 6. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned
20 wages and overtime compensation violates the California Labor Code and California's Unfair
21 Competition Law, codified under California's Business & Professions Code.

22 7. Defendants have a company-wide policy and engage in a companywide practice of failing
23 to record actual hours worked by the employee doing the work and instead relied on a designated
24 employee to clock in/out his or her team members for shifts and meal periods, thereby failing to keep
25 accurate records of actual work period start and stop times for Plaintiff and Class Members, in violation
26 of Labor Code section 1198.

27 8. Defendants fail to adequately reimburse Plaintiff and Class Members for a variety of
28 unreimbursed business expenses including cell phone expenses for the use of their personal cell phones

1 required to communicate with supervisors and other employees during their shifts. And when Defendants
2 began reimbursing Plaintiff and Class Members \$10 per month, that reimbursement was inadequate to
3 compensate for the use of Plaintiff's and Class Members' cell phones.

4 9. Plaintiff brings a class action under the California Code of Civil Procedure section 382
5 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for
6 failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid
7 minimum wages including for work performed off the clock, unpaid overtime wages, failing to keep and
8 maintain accurate, required records, failing to provide timely and accurate wage statements, failing to
9 timely pay all wages owed at separation, failing to reimburse all necessary, business-related expenses,
10 and other related penalties and damages under the California Labor Code and California Business &
11 Professions Code.

12 II. JURISDICTION AND VENUE

13 10. This Court has jurisdiction over this matter because Defendants are licensed to do
14 business in California, regularly conduct business in California, and committed and continue to commit
15 the unlawful acts alleged herein in California.

16 11. This Court has jurisdiction over this action pursuant to the California Constitution,
17 Article VI, section 10. The statute under which this action is brought does not specify any other basis
18 for jurisdiction.

19 12. This Court has jurisdiction over all Defendants because, on information and belief,
20 Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally
21 avail themselves of the California market so as to render the exercise of jurisdiction over them by the
22 California courts consistent with traditional notions of fair play and substantial justice. There is no basis
23 for federal diversity jurisdiction in this action given that the State of California, as the real party in
24 interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin*
25 *Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot
26 be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this
27 action, and that diversity jurisdiction cannot be established when Plaintiff's share of the civil penalties
28 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

13. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

14. California Labor Code sections 2698 *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violating the California Labor Code.

III. PARTIES

15. Plaintiff MARICELA SILVA (“Plaintiff” or “SILVA”) is or was a resident of Mecca, California. Defendants employed Plaintiff SILVA as an hourly-paid, non-exempt employee for about 15.9 years from approximately November 26, 2008 to October 20, 2024. SILVA held the positions of Agricultural Worker and then Butler. During her employment, Plaintiff SILVA worked at Defendants’ location in Mecca, California located at 65500 Lincoln Street Mecca, California 92254. Plaintiff SILVA typically worked five days per week for 10 or more hours per day and at least about forty (40) hours per week. At the time Plaintiff SILVA’S employment ended, she was earning \$20.00 per hour and/or a piece rate of \$2.50 per box of lemons.

16. Defendant BAGDASARIAN SERVICES, LLC, a (“BAGDASARIAN SERVICES”) is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business in 2100 McKinney Avenue, Suite 1500, Dallas, Texas 75201 with operations at 65500 Lincoln Street Mecca, California 92254 and 88100 58th Avenue Thermal, California 92274, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. BAGDASARIAN SERVICES is a citrus grower with 4,500 acres of farmland that also operates two citrus packing houses to pack and ship its harvest from California (Mecca, California and Thermal, California) to in-state and out-of-state locations.²

² <https://www.bagdasarianfarms.com/> (last accessed May 22, 2025).

1 17. BAGDASARIAN SERVICES and DOES 1-25 inclusive, are collectively referred herein
2 as “Defendants.”

3 18. Defendants created the policies and procedures described herein and, at all times during
4 the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

5 19. The practices and policies complained of by way of this Complaint are enforced
6 throughout the State of California, including in Mecca, California and Thermal, California.

7 20. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
8 participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is
9 informed and believes that said Defendants are legally responsible for the conduct alleged herein and
10 therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege
11 both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and
12 believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe
13 Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint
14 venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said
15 agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were
16 ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a
17 principal, was negligent in the selection and hiring, training, and supervision of each and every other
18 Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is
19 informed and believes that each Defendant acted in all respects pertinent to this action as the agent of
20 the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto,
21 and that the acts of each Defendant are legally attributable to each of the other Defendant.

22 **IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 21. At all times relevant herein, Defendant BAGDASARIAN SERVICES is a citrus grower
24 with 4,500 acres of farmland that also operates two citrus packing houses to pack and ship its harvest
25 from California (Mecca, California and Thermal, California) to in-state and out-of-state locations.³

26 22. Upon information and belief, Defendants maintain their corporate operations
27 _____

28 ³ <https://www.bagdasarianfarms.com/> (last accessed May 22, 2025).

1 headquarters, including Human Resources in Dallas, Texas. Upon information and belief, Defendants
2 maintain a single, centralized Human Resources (“HR”) department at their operations headquarters in
3 Dallas, Texas, which is responsible for conducting Defendants’ recruiting and hiring of new
4 employees, as well as communicating and implementing Defendants’ company-wide policies,
5 including timekeeping policies, to employees throughout California. In particular, Plaintiff and other
6 Class Members, on information and belief, received the same standardized documents and/or written
7 policies upon hire. Upon information and belief, the use of standardized documents and/or written
8 policies, including new hire documents, indicate that Defendants dictated policies at the corporate-
9 level and implemented them company-wide, regardless of their employees’ assigned locations or
10 positions. On information and belief, all transactions regarding hiring, terminations, promotions, and
11 pay increases, etc., relating to Defendants’ California employees were submitted to and processed by
12 Defendants’ HR department in Dallas, Texas.

13 23. Upon information and belief, Defendants’ corporate records, business records, data, and
14 other information related to Defendants, including, in particular, HR records pertaining to Defendants’
15 California employees, are also maintained at Defendants’ operations headquarters in Dallas, Texas.

16 24. At all relevant times, Defendants have been, and continue to be, a “person” as that term
17 is defined under California Business & Professions Code section 17021 and California Labor Code
18 sections 1-29.5.

19 25. At all times relevant herein, Plaintiff was employed by Defendants as an hourly,
20 nonexempt employee in the positions of Agricultural Worker then Butler in California during the
21 Class Period.

22 26. At all times relevant herein, Plaintiff and Class Members were assigned to and required
23 and permitted to work without pay while performing tasks including, but not limited to: attending safety
24 meetings; clocking other employees in and out for timekeeping purposes; checking and ordering ice;
25 maintenance; preparing tools for harvesting and packaging; cultivating and growing grapes and lemons;
26 harvesting grapes and lemons; and packaging grapes and lemons for shipment destined for in-state and
27 out-of-state locations; coordinating with forklift drivers to place boxes to be loaded by fieldworkers;
28 inspecting bathrooms and stairs; and filling out Occupational Safety and Health Administration reports

1 for incidents and safety concerns. Plaintiff and Class Members were not properly compensated for some
2 of this work.

3 27. Plaintiff and Class Members have been instructed to complete all of their assigned jobs
4 without accruing excessive overtime hours, which required that Plaintiff and Class Members forgo 30-
5 minute meal periods and both 10-minute rest breaks, while their meal periods were off the clock.
6 Defendants, however, do not compensate Plaintiff and Class Members for this compensable time worked
7 off the clock nor for the associated meal period and rest break premiums due.

8 28. Likewise, in instances where Plaintiff and Class Members still had work to complete
9 upon performing 8 or 8.5 hours of work on the clock, Plaintiff and Class Members clocked out—or were
10 clocked out by others—and continued working until they finished all jobs, that time off the clock of
11 which remains uncompensated.

12 29. At all times relevant herein, Plaintiff and Class Members were assigned to and required
13 to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-
14 length 30-minute, uninterrupted, off-duty meal periods. Plaintiff and Class Members were required to
15 perform compensable work during their meal periods while clocked out for their meal periods to ensure
16 they completed all assigned jobs before accruing overtime hours. Defendants instructed Plaintiff and
17 Class Members to only clock back in once their 30-minute meal periods had elapsed, knowing Plaintiff
18 and Class Members did not have time to take off-duty meal periods. Accordingly, Plaintiff's and Class
19 Members' meal periods were on-duty for which Defendants failed to compensate Plaintiff and Class
20 Members with (1) premium pay for meal periods under 30 minutes and (2) the time worked that was on-
21 duty during these meal periods.

22 30. Moreover, Plaintiff and Class Members regularly worked in excess of 10 hours without
23 a second 30-minute meal period, despite not signing meal period waivers.

24 31. At all times relevant herein, Plaintiff and Class Members were assigned to and required
25 and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full,
26 net 10-minute rest breaks during each shift or 4-hour work period.

27 32. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class
28 Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants

1 and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely missed their
2 entire 10-minute rest breaks and had to continue working to ensure that they completed all assigned jobs
3 without accruing overtime. Accordingly, all rest breaks were not off duty and thus were noncompliant.
4 Consequently, Defendants should have compensated Plaintiff and Class Members with premium pay for
5 noncompliant rest breaks, but failed to do so.

6 33. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours
7 per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of
8 eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime
9 by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants
10 failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular
11 rate of pay for hours worked in excess of eight hours per day or 40 hours per workweek. Defendants
12 also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess
13 of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day
14 of work in a workweek.

15 34. During the Class Period, Defendants require their hourly, nonexempt employees to
16 perform compensable work while off the clock, including performing compensable work during their
17 meal periods. Accordingly, during the Class Period, Defendants did not provide minimum wages and
18 overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

19 35. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount
20 of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all
21 hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly,
22 nonexempt employees should be, but were not compensated for, both straight hours and overtime hours
23 worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day, and for the first
24 eight hours worked on the seventh consecutive day of work in a workweek.

25 36. Supervisors employed by Defendants, including Plaintiff's location, had knowledge of
26 and required Plaintiff and Class Members to perform compensable work during meal periods and at the
27 end of their shifts. Supervisors throughout California were aware that Plaintiff and others similarly
28 situated were performing work during these times without proper wages or overtime compensation.

1 37. In light of Defendants’ failure to record employees’ off-the-clock time that employees
2 worked and Defendants’ failure to acknowledge the noncompliant meal periods and rest breaks,
3 Defendants failed to properly calculate the hourly, nonexempt employees’ hours and therefore,
4 employees’ premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed
5 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked
6 and all rates in effect during the pay period.

7 38. At all times relevant herein, the same unlawful practices and procedures described above
8 affect hourly, nonexempt workers of Defendants employed in California.

9 39. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all
10 hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
11 accordance with law and, because Class Members were not compensated for time worked during meal
12 periods, for shifts worked over eight hours in duration, Defendants also did not pay nonexempt
13 employees all overtime wages in accordance with law.

14 40. At all times relevant herein, Defendants failed to reimburse and then failed to adequately
15 reimburse Plaintiff and Class Members for cell phone data for the use of their personal cells phone
16 required to communicate with supervisors and other employees in the field via phone call and text
17 throughout their shifts.

18 41. Defendants’ conduct, as alleged herein, has caused Plaintiff and Class Members damages
19 including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the
20 Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed
21 every pay period, failing to provide timely and accurate wage statements, failing to pay all wages owed
22 upon separation, failing to reimburse all necessary, business-related expenses, and unfair competition.

23 42. Plaintiff has complied with the procedures for bringing suit specified in California Labor
24 Code section 2699.3. By letter dated March 21, 2025, Plaintiff gave written notice by certified mail to
25 the Labor and Workforce Development Agency (“LWDA”), and Defendant BAGDASARIAN
26 SERVICES, LLC of the specific provisions of the Labor Code alleged to have been violated, including
27 the facts and theories to support the alleged violations.

28 **V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS**

1 43. Plaintiff is a member of and seeks to be the representative for the Class of similarly
2 situated employees who all have been exposed to, have suffered, and/or were permitted to work under
3 Defendants' unlawful employment practices as alleged herein.

4 44. Plaintiff brings her first through ninth causes of action on behalf of herself and on behalf
5 of the following Class⁴ of persons:

6 All current and former hourly non-exempt employees of BAGDASARIAN
7 SERVICES, LLC in California at any time during the Class Period through
8 the present.

9 45. This action is appropriately suited for a class action pursuant to Code of Civil Procedure
10 section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined
11 community of interest, and substantial benefits from certification that render proceeding as a class
12 superior to the alternatives.

13 46. Numerosity and Ascertainability. The size of the Class makes a class action both
14 necessary and efficient. On information and belief, the proposed Class includes hundreds of current and
15 former employees at Defendants' locations in California. Members of the Class are ascertainable through
16 Defendants' records but are so numerous that joinder of all individual Class Members would be
17 impractical.

18 47. Predominant Common Questions of Law and Fact. Pursuant to section 382, common
19 questions of law and fact exist as to all Class Members. These questions predominate over any
20 individualized issues. These common questions include but are not limited to:

- 21 a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
22 b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour
23 worked or part thereof during which they were required to perform acts at the direction and
24 for the benefit of Defendants;

25
26
27
28 ⁴ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description
with greater particularity or further division into subclasses or limitation to particular issues.

- 1 c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the
2 members of the Class who worked as hourly, nonexempt employees in California for the total
3 hours worked during the Class Period;
- 4 d. Whether Defendants have engaged in a common course of requiring or permitting their
5 hourly, nonexempt employees to not report all hours worked during the Class Period;
- 6 e. Whether Defendants have engaged in a common course of failing to maintain true and
7 accurate time records for all hours worked by their nonexempt employees;
- 8 f. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a
9 pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff
10 and members of the Class who worked as hourly, nonexempt employees in California during
11 the Class Period;
- 12 g. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
13 of the Class who worked as hourly, nonexempt employees in California during the Class
14 Period from taking full-length off-duty, 30-minute meal periods by imposing on-call
15 requirements and interruptions while clocked out that required employees to either forgo meal
16 periods entirely or return to work before 30 minutes had elapsed;
- 17 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
18 of the Class who worked as hourly, nonexempt employees in California during the Class
19 Period from taking full-length off-duty, 30-minute meal periods for their second meal periods
20 for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal
21 periods were not waived by mutual consent;
- 22 i. Whether Defendants engaged in a pattern or practice of failing to properly compensate
23 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
24 California during the Class Period for missed, untimely, or on-duty meal periods as required
25 by California law;
- 26 j. Whether Defendants violated section 11 of the applicable California Industrial Welfare
27 Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the
28

- 1 Class who worked as hourly, nonexempt employees in California during the Class Period with
2 timely, off-duty, 30-minute meal periods;
- 3 k. Whether Defendants engaged in an unfair practice and violated California Business and
4 Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of
5 the Class who worked as hourly, nonexempt employees in California during the Class Period
6 with their statutory, off-duty, meal periods;
- 7 l. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods
8 taken by Plaintiff and members of the Class during the Class Period in accordance with section
9 7 of the applicable IWC Wage Order(s);
- 10 m. Whether Defendants engaged in a pattern or practice of failing to properly compensate
11 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
12 California during the Class Period for failing to provide full-length 10-minute rest breaks as
13 contemplated by California law for work periods in excess of four hours;
- 14 n. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable
15 IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute,
16 uninterrupted rest breaks as contemplated by California law for work periods in excess of four
17 hours;
- 18 o. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
19 overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- 20 p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
21 double time for hours worked in excess of 12 hours in a day;
- 22 q. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
23 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked
24 in excess of eight hours in a day;
- 25 r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
26 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight
27 hours worked in a day on the seventh consecutive day in a workweek and double time for all
28 hours worked in excess of eight hours on such days;

- 1 s. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
2 to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and
3 members of the Class to perform for the benefit of Defendants;
- 4 t. Whether Defendants violated Labor Code sections 1174(d), 1198, and 226 by failing to record
5 the correct start and stop times that Plaintiff and Class Members began and ended work,
6 including meal periods;
- 7 u. Whether Defendants violated Labor Code sections 1174(d) by failing to record the correct
8 piece-rate units that Plaintiff and Class Members earned;
- 9 v. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
10 statements to Plaintiff and members of the Class that failed to include the correct amount of
11 piece-rate units Plaintiff and Class Members earned throughout the Class Period;
- 12 w. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
13 statements to Plaintiff and members of the Class that failed to include payments for missed,
14 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- 15 x. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
16 to Plaintiff and members of the Class that failed to accurately state the total hours worked and
17 therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;
- 18 y. Whether Defendants violated Labor Code sections 201 to 202 by engaging in a common
19 course of failing to pay nonexempt employees all wages due upon termination;
- 20 z. Whether Defendants violated California Labor Code section 2802 by failing to reimburse
21 Plaintiff and Class Members for all necessary business-related expenses they incurred;
- 22 aa. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
23 bb. The nature and extent of class-wide injury and the measure of damages for the injury.

24 48. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
25 members of the Class working for Defendants in California, was subjected to Defendants' policy and
26 practice of refusing to properly and fully pay premiums for meal period and rest break violations,
27 overtime compensation, necessary business-related expenses, and all wages upon separation in violation
28

1 of California wage and hour laws. Plaintiff's job duties were and are typical of those of other class
2 members who worked for Defendants in California.

3 49. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of
4 the Class because her individual interests are consistent with and not antagonistic to the interests of the
5 Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute
6 this case as a class action and are experienced labor and employment attorneys who have successfully
7 litigated other cases involving similar issues.

8 50. Superiority of Class Mechanism. The class action mechanism is superior to any
9 alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class
10 action would permit the large number of injured parties to prosecute their common claims in a single
11 forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial
12 resources. A class action is the only practical way to avoid the potentially inconsistent results that
13 numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means
14 by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like
15 Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would
16 be able to retain the benefits and fruits of the many wrongful violations of the California state laws.
17 Numerous repetitive individual actions would also place an enormous burden on the courts as they are
18 forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and
19 over again.

20 VI. FIRST CAUSE OF ACTION

21 Failure to Provide Meal Periods

22 in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 14-2001, § 11

23 (Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

24 51. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
25 as if fully set forth herein.

26 52. California Labor Code section 226.7(a) provides, "No employer shall require any
27 employee to work during any meal or rest period mandated by an applicable order of the Industrial
28 Welfare Commission."

1 53. IWC Wage Order No. 14-2001 (11)(A) provides, in pertinent part: “No employer shall
2 employ any person for a work period of more than five (5) hours without a meal period of not less than
3 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work
4 the meal period may be waived by mutual consent of the employer and the employee.”

5 54. Section 512(k) of the California Labor Code provides, in pertinent part, that: “An
6 employer may not employ an employee for a work period of more than five hours per day without
7 providing the employee with a meal period of not less than 30 minutes, except that if the total work period
8 per day of the employee is no more than six hours, the meal period may be waived by mutual consent of
9 both the employer and employee. An employer may not employ an employee for a work period of more
10 than 10 hours per day without providing the employee with a second meal period of not less than 30
11 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be
12 waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

13 55. Defendants enforce practices that effectively require Plaintiff and other Class Members to
14 remain on duty during their meal periods to ensure that they complete all assigned jobs and do so without
15 accruing excessive overtime hours. Correspondingly, Defendants also enforce a policy and practice that
16 requires Plaintiff and other Class Members to report that they took a 30-minute meal period by requiring
17 Plaintiff and other Butlers to clock out each of their team members for meal periods. In effect, these
18 policies and practices cause Plaintiff and other Class Members to both (1) remain on-duty during meal
19 periods and (2) not receive minimum wages for that 30-minute duration on duty, and therefore, constitute
20 a failure on Defendants’ part to provide compliant meal periods and pay minimum wages for all hours
21 worked.

22 56. In addition, Defendants’ piece-rate system of compensation of \$2.50 per box of lemons
23 incentivized Plaintiff and other Class Members to produce as much as possible within their shift or by
24 contrast, fear termination for relatively low productivity.

25 57. Defendants enforce practices that effectively require Plaintiff and Class Members to
26 perform work during their meal periods, the effects of which Defendants could have mitigated by
27 permitting more overtime work, by increasing staff-to-job ratios, or reducing Plaintiff’s and Class
28 Members’ expected productivity each day. However, Defendants instead chose to instruct Plaintiff and

1 other Class Members to work during their meal periods to ensure little overtime hours accrued. In effect,
2 these policies and practices cause Plaintiff and other Class Members to remain on-duty during meal
3 periods, and therefore, constitute a failure on Defendants' part to provide compliant meal periods.

4 58. Defendants also did not schedule second meal periods and had no policy for permitting
5 and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they
6 worked in excess of 10 hours in one day. For example, during her employment, Plaintiff worked over
7 10 hours in a day but did not receive a second complaint meal period on those days, nor did she consent
8 to waiving them. Because of Defendants' companywide practice of denying hourly, nonexempt
9 employees second 30-minute meal periods, Plaintiff and other Class Members were not relieved of all
10 duties such that they could take full-length second 30-minute meal periods and instead had to work during
11 a portion of that time allotted for meal periods. Accordingly, Defendants failed to provide all meal
12 periods in violation of California Labor Code sections 226.7 and 512. Defendants knew or should have
13 known that their companywide adoption of the requirement that employees skip their meal period without
14 executing waivers to do so would result in a failure to provide Plaintiff and other Class Members with
15 full and timely meal periods as required by the applicable IWC Wage Order(s) and Labor Code sections
16 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign valid meal period waivers
17 on days that they were entitled to meal periods but were not relieved of all duties.

18 59. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal
19 period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members
20 one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and other
21 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
22 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
23 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium
24 pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed
25 to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal
26 period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

27 60. By their actions in requiring their employees to work during their entire meal periods
28 and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty

meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC Wage Order No. 14-2001 and is liable to Plaintiff and the Class.

61. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and section 11 of IWC Wage Order No. 14-2001, in the amount of one additional hour of pay at the employee's regular rate of pay for each work period during each day in which Defendants failed to provide their hourly, nonexempt employees with timely, statutory, off-duty meal periods.

VII. SECOND CAUSE OF ACTION

Failure to Provide Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;

IWC Wage Order No. 14-2001, § 12

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

62. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

63. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

64. IWC Wage Order No. 14-2001, section (12)(A) provides, in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work times is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

65. IWC Wage Order No. 14-2001, section (12)(B) provides, "If an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

1 66. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during
2 the Class Period. Plaintiff and members of the Class were routinely required to work during their entire
3 rest breaks at the direction of Defendants and/or with Defendants' knowledge and acquiescence.

4 67. Defendants enforce practices that effectively require Plaintiff and other Class Members to
5 remain on-duty during their rest breaks to ensure that they complete all assigned jobs and achieve
6 productivity expectations without accruing excessive overtime hours. In effect, these policies and
7 practices cause Plaintiff and other Class Members to remain on-duty during rest breaks, and therefore,
8 constitute a failure on Defendants' part to provide compliant rest breaks.

9 68. Defendants enforce practices that effectively require Plaintiff and other Class Members to
10 perform work during their rest breaks, the effects of which Defendants could have mitigated by permitting
11 additional overtime work, by increasing staff-to-job ratios, or reducing Plaintiff's and Class Members'
12 expected productivity each day. However, Defendants instead chose to instruct Plaintiff and other Class
13 Members to remain on duty during their rest breaks and to perform work during their rest breaks when it
14 was apparent all assigned work would not be completed within the overtime cutoff before overtime hours
15 accrued. In effect, these policies and practices cause Plaintiff and other Class Members to remain on duty
16 during rest breaks, and therefore, constitute a failure on Defendants' part to provide compliant rest breaks.

17 69. Furthermore, as with meal periods, Defendants' staffing and job-assignment policies
18 required employees to forgo their 10-minute rest breaks, entirely preventing Plaintiff and Class Members
19 from being relieved of all duty in order to take compliant rest breaks; these practices forced Plaintiff and
20 other Class Members to remain on duty for all of their rest breaks. As a result, Plaintiff and Class
21 Members would work shifts in excess of 3.5 hours without the net 10-minute rest breaks to which they
22 were entitled. More specifically, throughout her employment, during 8-hour or longer shifts, Plaintiff
23 and Class Members regularly worked during the entirety of their 10-minute rest breaks by using that time
24 to continue performing work for Defendants.

25 70. At the same time, Defendants implemented a companywide policy to not pay rest break
26 premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one
27 additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other Class
28 Members at the correct rate of pay for premium wages because Defendants failed to include all forms of

1 compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate
2 of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for
3 missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class
4 Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums
5 due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

6 71. Defendants' unlawful conduct alleged herein occurred in the course of employment of
7 Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial
8 Complaint.

9 72. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class
10 have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during
11 the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one
12 additional hour of pay at the employee's regular rate of compensation for each work period during each
13 day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

14 **VIII. THIRD CAUSE OF ACTION**

15 **Failure to Pay Minimum Wages**

16 **Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,**

17 **and 1197; IWC Wage Order No. 14-2001, § 4**

18 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

19 73. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
20 as if fully set forth herein.

21 74. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a
22 day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in
23 any one workweek and the first eight hours worked on the seventh day of work in any one workweek
24 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an
25 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
26 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
27 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay
28 of an employee."

1 75. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
3 minimum so fixed is unlawful.”

4 76. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages
5 for all hours worked in amounts set by state law.

6 77. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement to
7 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
8 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
9 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
10 attorney’s fees, and costs of suit.”

11 78. Labor Code section 1194.2 provides in pertinent part: “In any action under Section 1193.6
12 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
13 by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount
14 equal to the wages unlawfully unpaid and interest thereon.”

15 79. Pursuant to IWC Wage Order No. 14-2001, section (2)(H), at all times material hereto,
16 “hours worked” includes “the time during which an employee is subject to the control of an employer,
17 and includes all the time the employee is suffered or permitted to work, whether or not required to do
18 so.”

19 80. At all times relevant during the liability period, under the provisions of IWC Wage Order
20 No. 14-2001, Plaintiff and each Class Member should have received not less than the minimum wage in
21 a sum according to proof for the time worked but not compensated.

22 81. For all hours that Plaintiff and Class Members worked, they are entitled to not less than
23 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
24 amount equal to the unpaid minimum wages and interest thereon.

25 82. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
26 their attorneys’ fees, costs, and interest according to proof.

27 83. At all times relevant during the liability period, Defendants willfully failed and refused,
28 and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

1 84. As described above, Defendants required Plaintiff and other Class Members—while
2 clocked out—to begin working before their shifts by preparing tools, continue working at the end of their
3 shifts to complete all tasks, and even work through their meal periods, while they were reported as being
4 clocked out to reflect a compliant meal period. Defendants instructed Plaintiff, a Butler, and other Butlers
5 to clock Class Members back in from their meal periods only once their 30-minute meal periods had
6 elapsed and to ensure that they clocked out before accruing overtime while also completing all assigned
7 jobs.

8 85. This off-the-clock time primarily occurred because (1) Plaintiff and Class Members were
9 required to start preparing tools and doing other preparatory work before their shifts but were not
10 permitted to clock in until their shift time began, which was to ensure that Plaintiff and Class Members
11 completed all of their work for the day; (2) Plaintiff and Class Members would clock out for meal periods
12 but had to continue working to ensure that they completed all assigned work for the shift within their
13 scheduled shift times, and (3) Defendants refused to pay for overtime—hours worked in excess of 8 to
14 8.5 hours in a shift, depending on the law at that time. During meal periods, before shifts started, and
15 after shifts ended, Plaintiff and other Class Members were required, while clocked out, to perform work
16 for Defendants to ensure Plaintiff and other Class Members completed all assigned jobs without accruing
17 overtime. Defendants enforce practices that effectively require Plaintiff and Class Members to perform
18 work during their off-the-clock meal periods, the effects of which Defendant could have mitigated by
19 permitting overtime work, by increasing staff-to-job ratios, or reducing Plaintiff’s and Class Members’
20 expected productivity each day. However, Defendant instead chose to instruct Plaintiff and other Class
21 Members to perform compensable work while clocked out before, during, and after shifts. In effect, these
22 policies and practices cause Plaintiff and other Class Members to remain on-duty during these times, and
23 therefore, constitute a failure on Defendants’ part to provide minimum wages for all hours worked.

24 86. Also, Defendants did not pay at least minimum wages for off-the-clock hours that
25 qualified for overtime premium payment. And to the extent that these off-the-clock hours did not qualify
26 for overtime premium pay, Defendants did not pay at least minimum wages for those hours worked off-
27 the-clock.

28 87. Defendants’ unlawful conduct alleged herein occurred in the course of employment of

1 Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have
2 done so continuously throughout the filing of this complaint.

3 88. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and
4 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling
5 them to damages, injunctive relief or restitution. Plaintiff, on behalf of herself and on behalf of the Class,
6 seeks damages and all other relief allowable including all wages due while working as Defendants'
7 hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those
8 employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections
9 200, *et seq.*

10 89. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-
11 judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor
12 Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

13 **IX. FOURTH CAUSE OF ACTION**

14 **Failure to Pay Overtime Wages**

15 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 14-2001, § 3**

16 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

17 90. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
18 as if fully set forth herein.

19 91. Pursuant to section 3 of IWC Wage Order No. 14-2001, subsection (A)(1)(c), applicable
20 to employers with 25 or more employees, "Starting January 1, 2021, an employee shall not be employed
21 more than eight and one-half (8½) hours per workday or forty-five (45) hours per workweek unless the
22 employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked
23 over eight and one-half (8½) hours in any one workday or more than forty-five (45) hours in any one
24 workweek."

25 92. Pursuant to section 3 of IWC Wage Order No. 14-2001, subsection (A)(1)(d), applicable
26 to employers with 25 or more employees, "Starting January 1, 2022, an employee shall not be employed
27 more than eight (8) hours per workday or work in excess of forty (40) hours per workweek unless the
28 employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked

1 over eight (8) hours in any workday or more than forty (40) hours in any workweek and double the
2 employee's regular rate of pay for all hours worked over twelve (12) hours in any one workday."

3 93. So, since the start of the Class Period—i.e., May 28, 2021—through December 31, 2021,
4 Defendants were required to compensate Plaintiff and Class Members one and one-half (1½) times their
5 regular rate of pay for all hours worked over eight and one-half (8½) hours in any one workday or more
6 than forty-five (45) hours in any one workweek.

7 94. Pursuant to section 3 of IWC Wage Order No. 14-2001 (since January 1, 2022 of the Class
8 Period); California Code of Regulations, Title 8, Chapter 5, section 11040, section 12; and Labor Code
9 sections 200, 204, 226, 500, 510, 512, 1194, and 1198, Defendants were required to compensate Plaintiff
10 and members of the Class for all overtime hours worked, which is calculated at one and one-half (1½)
11 times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week,
12 and for the first eight hours on the seventh consecutive work day, with double time after eight hours on
13 the seventh day of any work week, or after 12 hours in any work day.

14 95. Plaintiff and members of the Class were and are nonexempt employees entitled to the
15 protections of IWC Wage Order No. 14-2001; California Code of Regulations, Title 8, section 11040,
16 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
17 Class Period, Plaintiff and other members of the Class consistently worked five days per week for shifts
18 of eight hours or more. During the course of Plaintiff's employment, and during the course of the
19 employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for
20 overtime hours worked as required under the aforementioned Labor Codes and Regulations.

21 96. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members
22 of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime
23 work performed during the four years preceding the filing of this Complaint, based on appropriate
24 calculations of the "total remuneration" for each workweek.

25 97. In violation of state law, Defendants have knowingly and willfully refused to perform
26 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
27 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the
28 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking

1 to compel Defendants to fully perform their obligations under state law, all to their respective damage in
2 amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this
3 Court.

4 98. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
5 and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice,
6 and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus
7 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
8 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

9 99. Defendants' conduct described herein violates IWC Wage Order No. 14-2001; California
10 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,
11 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and
12 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation
13 Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of
14 suit.

15 **X. FIFTH CAUSE OF ACTION**

16 **Failure to Keep and Maintain Required Records**

17 **in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 14-2001, § 7**

18 **(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)**

19 100. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
20 as if fully set forth herein.

21 101. During the Class Period, as part of Defendants' illegal payroll policies and practices to
22 deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and
23 intentionally failed to maintain records as required under California Labor Code sections 226 and 1174,
24 and IWC Wage Order No. 14-2001, section 7, including but not limited to the following records: total
25 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records
26 showing when each employee begins and ends each work period, including meal periods; and accurate
27 itemized statements.

28 102. Namely, Defendants did not record Plaintiff and Class Members' actual start and stop

1 times for meal periods nor did Defendants establish a mechanism by which Class Members could report
2 missed, late, or short meal periods on a daily basis.

3 103. Instead, Defendants had a company-wide policy and engaged in a companywide practice
4 of failing to record actual hours worked by the employee doing the work and instead relied on a
5 designated employee to clock in/out his or her team members for shifts and meal periods, thereby failing
6 to keep accurate records of actual work period start and stop times for Plaintiff and Class Members, in
7 violation of Labor Code section 1198. In fact, one of Plaintiff's assigned tasks was to clock in/out her
8 team members for their shifts and meal periods.

9 104. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class
10 Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned
11 and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil
12 and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not
13 limited to those provided in California Labor Code section 226(e), as well as other available remedies.

14 **XI. SIXTH CAUSE OF ACTION**

15 **Failure to Furnish Timely and Accurate Wage Statements**

16 **Upon Payment of Wages in Violation of Cal. Labor Code § 226**

17 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

18 105. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
19 as if fully set forth herein.

20 106. Labor Code section 226(a) sets forth reporting requirements for employers when they pay
21 wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her
22 employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked
23 by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
25 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
26 dates of the period for which the employee is paid, (7) the name of the employee and only the last four
27 digits of their social security number or an employee identification number other than a social security
28 number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
2 rate by the employee”

3 107. Labor Code section 226(e) provides: “An employee suffering injury as a result of a
4 knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover
5 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
6 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
7 an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an award of costs and
8 reasonable attorney’s fees.”

9 108. Defendants failed to accurately record and display the correct daily straight time, overtime
10 hours, and total hours worked by Plaintiff and Class Members on Plaintiff’s and Class Members’ wage
11 statements, in violation of Labor Code section 226 subsection (a)(2).

12 109. Defendants failed to accurately record and display the correct piece-rate units Plaintiff and
13 Class Members earned as well as the applicable piece rate on Plaintiff’s and Class Members’ wage
14 statements, in violation of Labor Code section 226 subsection (a)(3).

15 110. Additionally, Defendants failed to accurately record all rates of pay in effect during the
16 pay period, in violation of Labor Code section 226 subsection (a)(9).

17 111. Defendants failed to display the correct amounts for meal period premiums and rest break
18 premiums owed to Plaintiff and Class Members on Plaintiff’s and Class Members’ wage statements, in
19 violation of Labor Code section 226 subsections (a)(1) and (a)(9).

20 112. Defendants failed to list the gross and net wages earned year-to-date, in violation of Labor
21 Code section 226 subsections (a)(1) and (a)(5).

22 113. Consequently, because Defendants failed to (1) accurately record and display the correct
23 total hours and overtime hours worked in the pay period, (2) display the correct piece-rate units Plaintiff
24 and Class Members earned as well as the applicable piece rate, and (3) display the correct amounts for
25 meal period premiums and rest break premiums owed, Defendants also failed to accurately display the
26 gross and net wages earned, in violation of Labor Code section 226 subsections (a)(1) and (a)(5).

27 114. Plaintiff and Class Members were damaged by these failures because, among other things,
28 the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to

1 them.

2 115. Plaintiff and Class Members request recovery of Labor Code section 226(e) penalties
3 according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e),
4 in a sum as provided by the Labor Code and/or other statutes.

5 **XII. SEVENTH CAUSE OF ACTION**

6 **Failure to Pay All Wages Owed Upon Separation**

7 **in Violation of Cal. Labor Code §§ 201–203**

8 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

9 116. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
10 as if fully set forth herein.

11 117. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

13 118. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a written
14 contract for a definite period quits his or her employment, his or her wages shall become due and payable
15 not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
16 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

17 119. Section 203 of the California Labor Code provides that if an employer willfully fails to
18 pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the
19 employer is liable for penalties in the form of continued compensation up to 30 workdays.

20 120. At all times relevant during the liability period, Plaintiff and the other members of the
21 Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code
22 section 201, upon Plaintiff's and the Class Members' separation dates, Defendants were required to pay
23 Plaintiff and the Class Members all wages earned.

24 121. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and
25 Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of the
26 Class who are no longer employed by Defendants for their uncompensated hours, uncompensated
27 overtime, and missed, untimely, or on-duty meal periods and rest breaks upon their termination or
28 separation from employment with Defendants as required by California Labor Code sections 201 and

202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and the Class Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

122. Defendants failed to pay Plaintiff her final payment of all wages within the requisite time based on the circumstances of her separation—immediately upon her termination. On October 20, 2024, Defendants terminated Plaintiff. Five days later on October 25, 2024, Defendants paid Plaintiff her final wages via paper check that Plaintiff picked up on the same day Defendants told Plaintiff her check was available. So, Defendants paid Plaintiff her final wages, albeit in a short amount, five days following her termination rather than immediately as required under Labor Code section 201.

123. Defendants’ failure to pay Plaintiff and the Class respective wages due and owed to them was willful, and done with the wrongful and deliberate intention of injuring Plaintiff and the Class Members and in conscious disregard of their rights.

124. Defendants’ willful failure to pay former employee Plaintiff and the Class all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee’s wages will continue as a penalty up to 30 days from the time the wages were due. Therefore, former employee Plaintiff and the Class Members are each entitled to penalties pursuant to Labor Code section 203.

XIII. EIGHTH CAUSE OF ACTION

Failure to Reimburse All Necessary, Business-Related Expenses

in Violation of Cal. Labor Code § 2802

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

125. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

126. California Labor Code section 2802 provides that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful unless the employee, at the time of obeying the directions, believed them to be unlawful.”

127. During the applicable statutory period, Plaintiff and Class Members incurred necessary

1 expenditures and losses in direct consequence of the discharge of their employment duties and their
2 obedience to the directions of Defendants, Defendants did not reimburse Plaintiff and Class Members for
3 these expenditures or losses. Such expenses include, but are not limited to, cell phone expenses for the
4 use of their personal cell phones required to communicate with supervisors and other employees regularly
5 throughout their shifts. And when Defendants began reimbursing Plaintiff and Class Members \$10 per
6 month, that reimbursement was inadequate to compensate for the use of Plaintiff's and Class Members'
7 cell phones.

8 128. Defendants have failed to fully reimburse Plaintiff and Class Members for necessary
9 business-related expenses and losses.

10 129. Plaintiff and Class Members are entitled to recover their necessary unreimbursed
11 business-related expenses and losses incurred during the course and scope of their employment, plus
12 interest accrued from the date on which the employee incurred the necessary expenditures at the same
13 rate as judgments in civil actions in the State of California, pursuant to California Labor Code section
14 2802.

15 **XIV. NINTH CAUSE OF ACTION**

16 **Violations of California's Unfair Competition Law ("UCL"),**

17 **California Business and Professions Code §§ 17200, *et seq.***

18 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

19 130. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
20 as if fully set forth herein.

21 131. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any
22 unlawful, unfair, or fraudulent business practices.

23 132. Through their actions alleged herein, Defendants have engaged in unfair competition
24 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair,
25 and/or fraudulent business practices under the UCL.

26 133. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the
27 statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure
28 to pay Class Members wages and compensation they earned through labor provided, and failing to

1 otherwise compensate Class Members and also failure to reimburse all necessary, business-related
2 expenses, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage
3 statements containing false and/or misleading information about the time the Class Members worked and
4 the amount of wages or compensation due.

5 134. Defendants' violations of California wage and hour laws and illegal payroll practices or
6 payment policies constitute a business practice because they were done repeatedly over a significant
7 period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

8 135. Plaintiff has standing to assert this claim because she has suffered injury in fact and has
9 lost money as a result of Defendants' conduct.

10 136. For the four years preceding the filing of this action, Plaintiff and Class Members have
11 suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from
12 Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from
13 engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

14 **XV. TENTH CAUSE OF ACTION**

15 **For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"),**

16 **§§ 2698, *et seq.*, for Violations of California Labor Code Sections**

17 **(Brought by Plaintiff on Behalf of Herself and the General Public Against All Defendants)**

18 137. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
19 as if fully set forth herein.

20 138. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage
21 Order(s) that provides for a civil penalty to be assessed and collected by California's Labor and
22 Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable
23 IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil action brought
24 on behalf of themselves and other current or former employees pursuant to procedures outlined in
25 California Labor Code section 2699.3.

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

1 140. Plaintiff and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former
3 employees and one or more of the alleged violations were committed against them.

4 141. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including
5 Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in
6 section 2699.5, after the following requirements have been met:

- 7 a. The aggrieved employee shall give written notice (“Employee’s Notice”) by online filing
8 to the LWDA and by certified mail to the employer of the specific provisions of the
9 California Labor Code alleged to have been violated, including the facts and theories to
10 support the alleged violations;
- 11 b. The Employee’s Notice filed with the LWDA is accompanied by a \$75 filing fee; and
- 12 c. The LWDA shall provide notice (“LWDA Notice”) to the employer and the aggrieved
13 employee by certified mail that it does not intend to investigate the alleged violation within
14 60 calendar days of the postmark date of the Employee’s Notice. Upon receipt of the
15 LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the
16 postmark date of the Employee’s Notice, the aggrieved employee may commence a civil
17 action pursuant to California Labor Code section 2699 to recover civil penalties in
18 addition to any other penalties to which the employee may be entitled.

19 142. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including
20 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those
21 listed in section 2699.5 after the following requirements have been met:

- 22 a. The aggrieved employee shall give written notice by online filing (“Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the
23 California Labor Code alleged to have been violated, including the facts and theories to
24 support the alleged violations;
- 25 b. The Employee’s Notice filed with the LWDA is accompanied by a \$75 filing fee; and
- 26 c. The employer may cure the alleged violation within 33 calendar days of the postmark date
27 of the Employee’s Notice. The employer shall give written notice by certified mail within
28

1 that period of time to the aggrieved employee or representative and the agency if the
2 alleged violation is cured, including a description of actions taken, and no civil action
3 pursuant to Section 2699 may commence. If the alleged violation is not cured within the
4 33-day period, the employee may commence a civil action pursuant to Section 2699.

5 143. On March 21, 2025, Plaintiff provided written notice by online filing to the LWDA and
6 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
7 been violated, including facts and theories to support the alleged violations, in accordance with California
8 Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75 filing fee. A
9 true and correct copy of Plaintiff's written notice to the LWDA; BAGDASARIAN SERVICES, LLC
10 dated March 21, 2025 is attached hereto as "**Exhibit 1**" and is incorporated herein.

11 144. As of the filing date of the initial complaint, over 65 days have passed since Plaintiff sent
12 the LWDA Notice described above, and the LWDA has not responded that it intends to investigate
13 Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations set forth in
14 this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code
15 section 2699.3(a) and (c) to recover civil penalties against all defendants, in addition to other remedies,
16 for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
17 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

18 145. Labor Code section 558(a) provides that "[a]ny employer or other person acting on behalf
19 of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating
20 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
21 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
22 pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid
23 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
24 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
25 underpaid wages." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this
26 section are in addition to any other civil or criminal penalty provided by law."

27 146. Defendants, at all times relevant herein, were employers or persons acting on behalf of an
28 employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating

1 various sections of the California Labor Code as set forth above.

2 147. As set forth below, Defendants have violated numerous provisions of both the Labor Code
3 sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

- 4 a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage
5 Order(s) for Defendants' failure to provide Plaintiff and other Class Members with
6 compliant meal periods and/or rest breaks, as set forth above;
- 7 b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable
8 IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class
9 Members with at least minimum wages for all hours worked as set forth above;
- 10 c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for
11 Defendants' failure to compensate Plaintiff and other Class Members with overtime wages
12 for all hours worked in excess of eight in one day or 40 in one week and double time for
13 all hours worked in excess of 12 hours, as set forth above;
- 14 d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s)
15 for failure to provide accurate and complete wage statements to Plaintiff and other Class
16 Members as set forth above;
- 17 e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s)
18 for failure to maintain payroll records. California Labor Code section 1198 provides that
19 the maximum hours of work and the standard conditions of labor shall be those fixed by
20 the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section
21 1198 further provides that "[t]he employment of any employees for longer hours than
22 those fixed by the order or under conditions of labor prohibited by the order is unlawful."
23 Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate
24 time records showing when the employee begins and ends each work period and meal
25 period. During the relevant time period, Defendants failed, on a companywide basis, to
26 keep records of meal period start and stop times for Plaintiff and other non-party aggrieved
27 employees in violation of section 1198. California Labor Code section 1174(d) provides
28 that "[e]very person employing labor in this state shall . . . [k]eep a record showing the

names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party aggrieved employees showing the daily hours they actually worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked;

- f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth above;
- g. Violations of Labor Code section 204 for failure to pay all earned wages during employment as set forth above;
- h. Violations of Labor Code section 2802 for failure to reimburse employees for all necessary, business-related expenses incurred during employment as set forth above;
- i. Plaintiff and other non-party aggrieved employees are therefore entitled to recover penalties, attorneys’ fees, costs, and interest thereupon, pursuant to Labor Code section 2699(f)-(g); and
- j. Any and all additional applicable civil penalties and sums as provided by the California Labor Code and/or other relevant statutes.

148. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party aggrieved employees, and the State of California against all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

149. In addition, Plaintiff seeks and is entitled to sixty-five percent (65%) of all penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the California Labor Code, and

thirty-five percent (35%) to all aggrieved employees.

150. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

XVI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated and also on behalf of the general public, respectfully requests that this Court find against all defendants as follows:

1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;
4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four hours when they did not receive an uninterrupted 10-minute rest break;
5. One hour of wages due to Plaintiff and each Class Member for each work period of more than five hours when they did not receive an uninterrupted 30-minute meal period;
6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;
7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;
8. For waiting time penalties pursuant to Labor Code section 203;
9. Statutory penalties under Labor Code section 226(e);
10. For reimbursement of business expenses under California Labor Code section 2802;
11. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2802;
12. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;
13. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;
14. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

1 15. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor
2 Code section 218.6 and Civil Code sections 3287 and 3289;

3 16. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and
4 Code of Civil Procedure section 1021.5;

5 17. Accounting of Defendants' records for the liability period;

6 18. General, special, and consequential damages, to the extent allowed by law; and

7 19. All such other and further relief that the Court may deem just and proper.
8

9 Dated: May 28, 2025

ABRAMSON LABOR GROUP

10
11 By: _____


Cheryl A. Kenner

12
13 Attorneys for Plaintiff MARICELA SILVA
14 and all others similarly situated and aggrieved
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff MARICELA SILVA, on behalf of herself and all others similarly situated and aggrieved,
3 hereby demands a jury trial with respect to all issues triable of right by jury.
4

5 Dated: May 28, 2025

ABRAMSON LABOR GROUP

6
7 By: Cheryl Kenner
8 Cheryl A. Kenner

9 Attorneys for Plaintiff MARICELA SILVA
10 and all others similarly situated and aggrieved
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

March 21, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Bagdasarian Services, LLC
Attn: Legal Department
62900 Lincoln St.
Mecca, CA 92254

Bagdasarian Services, LLC
Attn: Legal Department
2100 McKinney Ave., Ste. 1500
Dallas, TX 75201

Bagdasarian Services, LLC
Attn: Legal Department
65500 Lincoln St.
Mecca, CA 92254

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

To: The California Labor and Workforce Development Agency; Bagdasarian
Services, LLC

From: Maricela Silva, on behalf of herself and all other current and former hourly nonexempt
employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Maricela Silva (“Ms. Silva”) (“Ms. Silva”) to seek compensation and all other available relief, including civil penalties on her behalf and on the behalf of all those similarly aggrieved (collectively with Ms. Silva, “Claimants”) who have been injured by Bagdasarian Services, LLC’s (“Bagdasarian Services”) violations of the California Labor Code. Ms. Silva, on behalf of herself and all other similarly aggrieved current

and former hourly nonexempt employees of Bagdasarian Services, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Bagdasarian Services is operating in California as a company that cultivates, grows, harvests, packages, and sells lemons and grapes wholesale to grocery retailers intra- and interstate for consumption.

Claimant Ms. Silva worked for Bagdasarian Services as an hourly, nonexempt employee first in the position of Agricultural Worker and then in the position of Butler, earning \$20.00 per hour and/or a piece rate of \$2.50 per box of lemons from approximately November 26, 2008 through October 20, 2024. Ms. Silva, on behalf of herself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in growing and harvesting lemons and grapes for wholesale and retail distribution. As part of their employment with Bagdasarian Services, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work, some with and some without pay, while performing tasks collectively including, but not limited to, attending safety meetings; clocking other employees in and out for timekeeping purposes; checking and ordering ice; maintenance; preparing tools for harvesting and packaging; cultivating and growing grapes and lemons; harvesting grapes and lemons; and packaging grapes and lemons; coordinating with forklift driver for placement of boxes for fieldworkers; inspecting bathrooms and stairs; filling out OSHA reports for incidents and safety concerns.

Claimant Ms. Silva regularly worked five (5) days per week for 10 hours or more hours per day. During the entire course of her employment, Bagdasarian Services failed to provide Ms. Silva and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal period and rest breaks. Bagdasarian Services has also failed to pay minimum wages to Ms. Silva and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 14-2001. As a consequence, Bagdasarian Services has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 14-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Bagdasarian Services has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Bagdasarian Services has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Bagdasarian Services has failed and continues to fail to keep accurate time records of Claimants' time worked and has failed to provide timely, accurate wage statements to Ms. Silva and other aggrieved persons in violation of Labor Code sections 226(a) and 1174(d). With regard to those no longer employed by Bagdasarian Services, including Ms. Silva, Bagdasarian Services has violated Labor Code section 203 by failing to pay all wages due upon separation. Bagdasarian Services has failed and continues to fail

to fully reimburse Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for personal cell phone use, which were required to carry out their duties, in violation of Labor Code section 2802. Ms. Silva is informed and believes that such violations are ongoing, systematic, and continuous. Ms. Silva intends to bring an action against Bagdasarian Services under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

Claimant Ms. Silva was employed by Bagdasarian Services from approximately November 26, 2008 through October 20, 2024 in the position of Butler. For a period of at least four (4) years prior to March 2025, but for our purposes here, one (1) year prior, Bagdasarian Services has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Bagdasarian Services has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 14-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because (1) Claimants were required to start preparing tools and doing other preparatory work before their shifts but were not permitted to clock in until their shift time began, which was to ensure that Claimants completed all of their work for the day; (2) Claimants would clock out for meal periods but would continue working to ensure that they completed all assigned work for the shift within their scheduled shift times of eight hours, (3) Bagdasarian Services refused to pay for overtime—hours worked in excess of eight hours in a shift. Claimants’ off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. In effect, these policies and practices cause Claimants to work off the clock through their meal periods and rest breaks and after their shifts, and therefore, constitute a failure on Bagdasarian Services’ part to provide both minimum wages and compliant meal periods and rest breaks. With that, Bagdasarian Services’ corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest

¹ Without limitation, Ms. Silva, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

breaks constitutes Bagdasarian Services' failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Bagdasarian Services' failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 14-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Bagdasarian Services failed to authorize and permit timely, full-length meal periods for Ms. Silva and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 14-2001. Ms. Silva and Claimants simply were not able to take their meal periods because Claimants were required to complete all of their assigned work for the shift such that they did not have time to take 30-minute meal periods. Bagdasarian Services, however, still required Claimants to clock out for meal periods, and Ms. Silva was responsible for clocking out all of her 15-20 team members for meal periods. As a result, Bagdasarian Services did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since Bagdasarian Services required Ms. Silva and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 14-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, for the same reasons cited in the preceding paragraph regarding meal periods, Bagdasarian Services likewise failed to authorize and permit Ms. Silva and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 14-2001. Claimants were not able to take their requisite number of 10-minutes rest breaks based on their shift duration; in these instances, Claimants regularly worked through their rest breaks as a standard practice and direction from Bagdasarian Services. Ms. Silva and Claimants simply were not able to take their rest breaks because Claimants were required to complete all of their assigned work and were incentivized by a piece-rate that encouraged productivity and imposed quotas; these expectations made it impossible to both take rest breaks and complete all work in a shift before they exceeded eight hours since Claimants knew that they would not be compensated after eight hours. As such, Bagdasarian Services did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Bagdasarian Services may have paid Claimants for their nonproductive rest break time, however, it is not sufficient to compensate employees at the base rest break rate in lieu of paying them the rest break premiums. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 14-2001. Furthermore, since Bagdasarian Services required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Bagdasarian Services was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours

worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Ms. Silva and Claimants regularly worked overtime hours. Bagdasarian Services, however, enforced a time-shaving policy and practice to not pay Claimants for any overtime hours worked. Bagdasarian Services has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Bagdasarian Services failed to provide Ms. Silva and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 14-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Bagdasarian Services, including Ms. Silva, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Ms. Silva, did not receive her final pay of all wages within the requisite time based on the circumstances of her separation—immediately upon termination—nor did she receive all wages Bagdasarian Services owed her based on Bagdasarian Services’ prior failings to pay all wages owed every pay period, including but not limited to minimum wages, overtime wages, and meal and rest premiums owed and for all hours worked, as explained above. On October 25, 2024, Bagdasarian Services paid Ms. Silva her final wages approximately five days after her termination on October 20, 2024 via paper check Ms. Silva picked up on the same day Bagdasarian Services told her it was available, which was not immediately upon termination as required by law.

Labor Code section 1174(d) provides that employers must keep employees’ “payroll records showing the hours worked daily.” Pursuant to IWC Wage Order No. 14-2001, employers are required to **keep and maintain accurate time records** showing when employees begin and end each work period. During the relevant time period, Bagdasarian Services had a company-wide policy and engaged in a companywide practice of failing to record actual hours worked by the employee doing the work and instead relied on a designated employee to clock in/out their team members for shifts and meal periods, thereby failing to keep accurate records of actual work period start and stop times for Claimants, in violation of Labor Code section 1198. Because Bagdasarian Services failed to properly and accurately record the actual hours worked—and, therefore, the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on Claimants’ wage statements—Claimants have been prevented from verifying—solely from information on the wage statements themselves—that they were paid correctly and in full. Instead, Claimants have had to refer to other sources beyond their wage statements and reconstruct time records to determine whether in fact they were paid correctly and the extent to which they were underpaid, thereby causing them injury. Orion Logistics’ decision to fail to record this time was knowing and intentional because it was in the sole position to set forth and implement and enforce these companywide practices. Accordingly, Claimants are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)–(g).

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Bagdasarian Services pursuant to Labor Code section 226. First, Ms. Silva’s wage statements do not specify the number of piece-rate units for the pay period nor the applicable piece-rate.

Second, because Bagdasarian Services failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Finally, Claimants were entitled to be reimbursed by Bagdasarian Services for all necessary, **business-related expenses** they incurred in executing their duties for Bagdasarian Services. California Labor Code section 2802 provides that "An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Bagdasarian Services, however, has failed to fully reimburse Ms. Silva and Claimants for all necessary, business-related expenses and losses they incurred, including, but not limited to, all costs incurred for the expenses associated with the use of their personal cell phones, which were required to communicate with supervisors and other employees during their shifts. Claimants assert this claim for the entirety of the liability period, at least until Bagdasarian Services began reimbursing all Claimants for personal cell phone use. Accordingly, Claimants are entitled to recover their unreimbursed expenditures and losses pursuant to Labor Code section 2802.

Bagdasarian Services' uniform failure to pay minimum and overtime wages, failure to authorize and permit full-length, off-duty meal periods and rest breaks or pay Claimants adequate premium compensation in lieu thereof, failure to keep and maintain accurate time records, failure to furnish timely and accurate wage statements, failure to reimburse all necessary, business-related expenses, and failure to pay all wages owed upon separation all violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1182.12, 1194, 1197, and 2802 and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Ms. Silva, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Bagdasarian Services for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 2802.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The script is fluid and cursive, with the first name "Cheryl" and last name "Kenner" written in a single continuous line.

Cheryl A. Kenner