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FILED
Superior Court of California
County of Los Angeles
05/15/2025
David W. Strydom, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

Attorneys for Plaintiff, ALBERTO SANCHEZ RANGEL as an individual and on behalf of all others similarly situated

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

ALBERTO SANCHEZ RANGEL as an individual)
on behalf of all others similarly situated;)

Plaintiff,)

vs.)

PRIORITYWORKFORCE, INC.; MARUCHAN)
INC.; and DOES 1 through 50, inclusive;)

Defendants.)

Case No.: 25STCV02530
Dept.: 11

CLASS ACTION FIRST AMENDED
COMPLAINT FOR DAMAGES:

- 1. Unpaid Missed Rest Breaks (*Labor Code § 226.7(a) and IWC Wage Orders No. 1-2001 and 4-2001, Section 12*)**
- 2. Unpaid Interrupted/Missed Meal Breaks (*Labor Code §§ 226.7 and 512 and IWC Wage Orders No. 1-2001 and 4-2001, section 11*);**
- 3. Failure to Pay for all Overtime Wages Earned (*Labor Code §§ 510 and 1194 and IWC Wage Orders No. 1-2001 and 4-2001, Section 3*);**
- 4. Failure to Pay Minimum Wage and Pay for all Wages earned, (*Labor Code §§ 204, 1182.12, 1194, 1197 and 1198*);**
- 5. Failure to Reimburse Required Business Expenses (*Labor Code section 2802*);**
- 6. Failure to Maintain Accurate Payroll Records, Improper Wage Statements (*Labor Code §§ 226(a), 432, 1174, 1174.5, 1198.5 and IWC Wage Order No. 1-2001 and 4-2001, Section 7*);**

7. Failure to Pay Wages Upon Separation *Labor Code §§ 201 – 203*);
8. Retaliating Against “whistleblowing” Employees, (Violation of *Labor Code §§1102-1102.5*);
9. Failure to Pay for Sick Days (Violation of *Labor Code. §§ 246, 246.5, 247.5, 248.1, 248.2, 248.6*);
10. Failure to Pay for Vacation Time (*Labor Code §227.3*);
11. Unlawful Discrimination/Termination in Violation of *California Labor Code §§ 233, 234, 246.5(c), Labor Code § 98.6*;
12. Wrongful Discrimination and Termination (*Violation of Cal. Lab. Code §§ 6310-6311*);
13. Violation of California Business & Professions Code § 17200, et seq.;
14. Unlawful Discrimination Based on *California Government Code § 12940*;
15. Unlawful Retaliation Based on *California Government Code § 12940*;
16. Failure to Allow Medical Leave, Violation of California Family Rights Act (CFRA), Government Code section 12945.2;
17. Violation of *California Government Code § 12940 (m) – Wrongful Termination Failure to Accommodate*
18. Violation of *California Government Code § 12940 (n) – Wrongful Termination Failure to Engage in the Interactive Process*;
19. Failure to Provide Workers’ Compensation Coverage (*Labor Code §§ 3600, 3700*);
20. Wrongful Termination in Violation of Public Policy;
21. Civil Penalties Pursuant to Labor Code § 2699 (PAGA penalties)

DEMAND FOR JURY TRIAL

Complaint filing date: 1-29-2025

COMES NOW PLAINTIFF, ALBERTO SANCHEZ RANGEL, (“Plaintiff”) as an individual and on behalf of all others similarly situated, alleging and complaining against Defendants, PRIORITYWORKFORCE, INC.; AND MARUCHAN INC.; and DOES 1 to 50, inclusive, (“hereinafter collectively referred to as “Defendants”) as follows:

The allegations in this Class Action First Amended Complaint, stated on information and belief, have evidentiary support and/or are likely to have evidentiary support after reasonable opportunity for further investigation and discovery.

NATURE OF THE ACTION

1. Defendant PRIORITYWORKFORCE, INC. is a staffing agency located in Santa Ana, Orange County, California.
2. Defendant MARUCHAN INC., is a company that produces Maruchan brand ramen and food products at its factory, in Irvine, Orange County, California.
3. During the relevant time frame, Plaintiff ALBERTO SANCHEZ RANGEL (Plaintiff) was employed by Defendant PRIORITYWORKFORCE, INC. working at Defendant MARUCHAN INC.’s Irvine location in various capacities, including as factory assembly line worker/production operator.
4. During the relevant timeframe, Defendants employed Plaintiff as a non-exempt employee beginning on October 30, 2023 until he was wrongfully terminated on May 20, 2024. He worked five/six days per week including Sundays and his day(s) off varied every week. His work schedule was from 6:00 p.m. until 6:00 a.m. Plaintiff’s last hourly rate was \$17.50/hour. His last supervisor was “Christian.”
5. This class action for relief arises from Defendants’ failure to provide rest periods and meal periods as required by law; failure to compensate Plaintiff and Class Members at the required rate for each occasion in which Defendants failed to provide rest and meal breaks; failure to pay minimum wage and overtime wages; failure to pay for sick days, failure to pay for days of rest, failure to reimburse for business expenses, failure to pay COVID-19 supplemental sick leave, failure to keep accurate payroll records, such that Plaintiff and Class Members were given wage statements that did not accurately reflect all the hours worked and all wages earned; and failure to pay wages due upon separation. Plaintiff seeks applicable civil penalties; injunctive relief and other equitable relief; and reasonable

1 attorney's fees pursuant to labor Code Sections 226(e) and 1194; costs; and interest,
2 brought on behalf of Plaintiff and other similarly situated.

3
4 **THE PARTIES**

- 5 6. Plaintiff ALBERTO SANCHEZ RANGEL, is a resident of the State of California.
- 6 7. Defendant PRIORITYWORKFORCE, INC., was and is, upon information and belief, a
7 California corporation, which at all times hereinafter mentioned, had employees in
8 California.
- 8 8. Defendant MARUCHAN INC., was and is, upon information and belief, a California
9 corporation, which at all times hereinafter mentioned, had employees in California.
- 10 9. The true names and capacities, whether individual, corporate, associate or otherwise of
11 each of the Defendants designated herein as a DOE, 1 to 50, are unknown to Plaintiff and
12 Class Members at this time, who therefore, sue said Defendants by fictitious names, and
13 will ask leave of this Court for permission to amend this Complaint to show their names
14 and capacities when the same have been ascertained. Plaintiff and Class Members are
15 informed and believe and thereon allege that each of the Defendants designated as a DOE
16 are legally responsible in some manner for the events and happenings herein referred to,
17 and caused injuries and damages thereby to Plaintiff and Class Members as herein alleged.
- 18 10. Unless otherwise individually referred to, whenever, in this Complaint, reference is made
19 to "Defendants," such reference shall refer to all Defendants, to include Defendants
20 PRIORITYWORKFORCE, INC., MARUCHAN INC., and all Doe defendants,
21 collectively.
- 22 11. During the times and places of the incident in question, Defendants, and each of them, their
23 agents, servants and employees became liable to Plaintiff and Class Members for the
24 reasons described in the Complaint herein, and thereby proximately caused Plaintiff and
25 Class Members to sustain damages as set forth herein.
- 26 12. Plaintiff and Class Members, on information and belief and based upon such basis, allege
27 that all Defendants carried out a joint scheme, business plan or policy in all respects
28 pertinent hereto and all acts and omissions herein complained of were performed within the
course and scope of said employment, service, agency, common scheme, plan and/or
policy.

1 13. Plaintiff and Class Members, on information and belief and based upon such basis, allege
2 that Defendants' founders, owners, shareholders, executive officers, managers, and
3 supervisors directed, authorized, ratified and/or participated in the conduct that gives rise to
4 the claims asserted herein and derived personal financial benefit from such conduct at the
5 expense of and Class Members.

6 **JURISDICTION AND VENUE**

7 14. This Court has jurisdiction over this action pursuant to California *Code of Civil Procedure*
8 § 410.10. The damages exceed the jurisdictional minimum of this Court.

9 15. Venue is proper in this Court, because Defendants employ persons within the County of
10 Orange and have violated the requirements of the California Labor Code and applicable
11 Wage Order(s) in this county which gives rise to the penalties sought in this action. Cal.
12 Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
13 California Labor Code and the applicable Wage Order in at least one location within the
14 County of Orange, Pursuant to California Civil Code of Procedure section 393, venue is
15 proper for the recovery of a penalty or forfeiture imposed by statute in the county in which
16 the cause, or some part of the cause, arose. Because Defendants have employees in Orange
17 County and Plaintiff, filing this action on behalf of all aggrieved employees, is aware that
18 there are aggrieved employees residing in Orange County, they should be allowed to bring
19 this action to recover penalties in Orange County, therefore, venue is proper.

20 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS**

21 16. Defendant PRIORITYWORKFORCE, INC. is a staffing agency located in Orange County,
22 California.

23 17. Defendant MARUCHAN INC., is a company that produces Maruchan brand ramen and
24 food products at its factory in Irvine, Orange County, California.

25 18. During the relevant timeframe, Defendants employed Plaintiff, as a non-exempt
26 employee. He worked five/six days per week including Sundays. His day(s) off varied
27 every week. Plaintiff was required to work about 12 hours every shift, but without a
28 second meal break. His rest breaks were interrupted. He was not paid accurate wages for
all the hours he worked. He was not paid any overtime or accurate overtime. He was not
paid premium wages for missed rest breaks and meal breaks. He was not paid for his
business expenses such as having to buy his own non-slippery tennis shoes (\$40.00 the

1 pair), Plaintiff also had to use his own cellular phone to receive texts with instructions
2 from Defendant PRIORITYWORKFORCE, INC.; however, Defendant did not reimburse
3 him for that.

- 4 19. Defendants wrongfully terminated Plaintiff from his employment on or about May 20,
5 2024. Plaintiff believes and contends he was terminated due to several reasons: 1)
6 Plaintiff's work-related injuries to his back; (2) Plaintiff requesting time off and taking time
7 off due to sickness; and, (3) Plaintiff's demands for statutory meal and rest breaks, which
8 Defendants refused to provide.
- 9 20. Prior to May 20, 2024, and while performing his duties, positioning pallets with ramen
10 soup cups on a stacker, Plaintiff hurt his back. He informed the incident to his supervisor;
11 however, his supervisor did not fill out an injury report or provided Plaintiff with workers
12 compensation claim forms. Defendants did not refer him to the workers' compensation
13 insurer, if any, or offer to send him to a doctor or pay for any medical bills. Uninsured and
14 with no financial means, Plaintiff relied on over the counter medications, rubs and other
15 homeopathic to alleviate his symptoms. Following his injury, he continued to report his
16 condition to supervisors Christian and Lupita and requested accommodations, just to hear
17 that if he could not perform the job, then there was no work for him. On May 20, 2024,
18 Plaintiff felt very sick with flu/cold like symptoms. As usual, he showed up for work,
19 however as the time progressed, he became worse. It was around 11:00 pm. and while on
20 his meal break, he texted Bella at Defendant PRIORITYWORKFORCE, INC. and advised
21 her that he was very sick and needed to go home. Bella did not answer Plaintiff's text until
22 the next morning, where she stated that she would need a doctor's note from Plaintiff.
23 Plaintiff responded that he would provide it. The following day, Gabby, another employee
24 at Defendant PRIORITY WORKFORCE, INC., told him to not show up for work anymore
25 and directed him to go the on-site office to pick up his last check. On the same day Gabby
26 handed Plaintiff his final check.
- 27 21. At the time of his termination, Plaintiff was a dedicated employee and either met
28 expectations or exceeded them, while working for Defendants. Therefore, Plaintiff believes
and contends that that the true reason Defendants chose to terminate his employment is due
to his legitimate complaints about Defendants' violation of labor code.

- 1 22. Defendants wrongfully terminated Plaintiff, but failed to tender his final paycheck with
2 accurate dollar amounts, for all the hours worked, and without all the premium wages he
3 was entitled to, within the timeframe prescribed by law. As such, Plaintiff is seeking his
4 final paycheck, along with waiting time penalties.
- 5 23. During the relevant timeframe, Defendants failed to pay overtime wages to Plaintiff and
6 Class Members at the legal rates.
- 7 24. Defendants failed to pay Plaintiff and Class members minimum wages at the legal rates of
8 pay for all the hours worked.
- 9 25. During the relevant timeframe, Plaintiff and Class Members worked shifts of over four
10 hours, and were not given a ten-minute, uninterrupted rest break for each such shift.
11 Plaintiff and Class Members worked during the rest periods either under the direction and
12 supervision of Defendants, or with Defendants' knowledge and consent.
- 13 26. During the relevant timeframe, Plaintiff and Class Members worked shifts of over five (5)
14 hours, and were not given a thirty-minute, uninterrupted meal break for each such shift.
15 Plaintiff and Class Members worked during the meal periods either under the direction and
16 supervision of Defendant, or with Defendants' knowledge and consent. Furthermore,
17 Defendants created schedules that made it difficult or impossible for Plaintiff and Class
18 Members to take second meal breaks.
- 19 27. Defendants have implemented company-wide practices and/or policies, to require
20 employees to perform tasks during their meal.
- 21 28. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
22 occasion in which Defendants failed to provide rest breaks and meal breaks. As such,
23 Defendants failed to pay for all the hours worked and all wages earned by Plaintiff and
24 Class Members.
- 25 29. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
26 occasion in which Defendants failed to provide rest breaks.
- 27 30. Defendants have implemented company-wide practices and/or policies, to require
28 employees to use their own money, without reimbursing them, in order to perform their
work tasks and duties. Plaintiff and Class Members were not reimbursed for such expenses.

- 1 31. Defendants have implemented company-wide practices and/or policies, to require
2 employees, in order to perform their work tasks and duties, to use their own money.
3 Plaintiff and Class Members were not reimbursed for such expenses.
- 4 32. During the relevant timeframe, Defendants have implemented company-wide practices
5 and/or policies, pursuant to which Defendants failed to provide 80 hours of COVID-19
6 Supplemental Paid Sick Leave and to compensate employees at their regular rate of pay for
7 COVID-19 supplemental sick leave.
- 8 33. Defendants failed to pay Plaintiff and Class members minimum wages at the legal rates of
9 pay for all the hours worked.
- 10 34. Defendants have implemented company-wide practices and/or policies, to require
11 employees to perform tasks during their meal.
- 12 35. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
13 occasion in which Defendants failed to provide rest breaks and meal breaks. As such,
14 Defendants failed to pay for all the hours worked and all wages earned by Plaintiffs and
15 Class Members.
- 16 36. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
17 occasion in which Defendants failed to provide rest breaks.
- 18 37. Defendants have implemented company-wide practices and/or policies, to require
19 employees to use their own money, without reimbursing them, in order to perform their
20 work tasks and duties. Plaintiff and Class Members were not reimbursed for such expenses,
21 such as having to buy non-slippery tennis shoes. Plaintiff and Class Members had to use
22 their own cell phones to send and receive texts in order to perform their duties. Plaintiffs
23 and class members were not reimbursed for this expense.

24 **CLASS ACTION ALLEGATIONS**

25 38. Plaintiff brings this action on his own behalf, as well as on behalf of each and all
26 other persons similarly situated, and thus, seek class certification. The class shall be
27 defined as follows:

- 28 I. "All persons who were employed as non-exempt employees by
Defendants PRIORITY WORKFORCE, INC., and MARUCHAN INC., in
the State of California during the relevant time periods, 4 years prior to the

1 filing of this Complaint until resolution of this lawsuit, through the entry of
2 final judgment in this action.”

3 39. Plaintiff proposes that the following sub-classes be created:

- 4 A. A proposed sub-class (*hereinafter* “Rest Period Class”) is defined as: All
5 individuals who have been employed and are currently employed by Defendants
6 PRIORITY WORKFORCE, INC., and MARUCHAN INC., within the relevant
7 time periods prior to the filing of this Complaint until resolution of this lawsuit
8 who did not receive their required rest breaks pursuant to the California Labor
9 Code and/or applicable orders of the IWC.
- 10 B. A proposed sub-class (*hereinafter* “Meal Period Class”) is defined as: All
11 individuals who have been employed and are currently employed by Defendants,
12 PRIORITY WORKFORCE, INC., and MARUCHAN INC., within the relevant
13 time periods prior to the filing of this Complaint until resolution of this lawsuit
14 who did not receive their required meal breaks pursuant to the California Labor
15 Code and/or applicable orders of the IWC.
- 16 C. A proposed sub-class (*hereinafter* “Underpaid Class”) is defined as: All
17 individuals who have been and are currently employed by Defendants PRIORITY
18 WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
19 prior to the filing of this Complaint until resolution of this lawsuit who were not
20 paid full complete and accurate compensation for all hours worked and inaccurate
21 vacation.
- 22 D. A proposed sub-class (*hereinafter* “Overtime Class”) is defined as: All
23 individuals who have been and are currently employed by Defendants PRIORITY
24 WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
25 prior to the filing of this Complaint until resolution of this lawsuit who were not
26 paid full complete and accurate compensation for all overtime worked.
- 27 E. A proposed sub-class (*hereinafter* “Sick Day Class”) is defined as: All
28 individuals who have been and are currently employed by Defendants PRIORITY
WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
prior to the filing of this Complaint until resolution of this lawsuit who were not
paid for their sick days.

- 1 F. A proposed sub-class (*hereinafter* “Wage Statement Class”) is defined as: All
2 individuals who have been and are currently employed by Defendants PRIORITY
3 WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
4 prior to the filing of this Complaint until resolution of this lawsuit whose wage
5 statements did not accurately reflect gross wages earned. Specifically, all the
6 hours worked, the overtime and additional hours of pay employees earn for each
7 workday they did not receive a meal and/or rest break. This subclass includes the
8 class members whose final paycheck did not accurately reflect gross wages
9 earned. Specifically, all the hours worked, the overtime and additional hours of
10 pay employees earn for each workday they did not receive a meal and/or rest
11 break.
- 12 G. A proposed sub-class (*hereinafter* “Final Paycheck Class”) is defined as: All
13 individuals who were employed at Defendants PRIORITY WORKFORCE, INC.,
14 and MARUCHAN INC., within the relevant time periods prior to the filing of this
15 Complaint until resolution of this lawsuit who did not receive their final paycheck
16 within 72 hours after the final day of work or at the time of their termination.
- 17 H. A proposed sub-class (*hereinafter* “Minimum Wage Class”) is defined as: All
18 individuals who have been and are currently employed by Defendants PRIORITY
19 WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
20 prior to the filing of this Complaint until resolution of this lawsuit who did not
21 receive at least the minimum wage for all the hours worked.
- 22 I. A proposed sub-class (*hereinafter* “Payroll Records Class”) is defined as: All
23 individuals who have been and are currently employed at Defendants PRIORITY
24 WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
25 prior to the filing of this Complaint until resolution of this lawsuit for whom
26 Defendant failed to maintain accurate payroll record(s).
- 27 J. A proposed sub-class (*hereinafter* “Reimbursement Class”) is defined as: All
28 individuals who have been and are currently employed at Defendants PRIORITY
WORKFORCE, INC., and MARUCHAN INC., within the relevant time periods
prior to the filing of this Complaint until resolution of this lawsuit who did not
receive reimbursement of applicable business-related expenses and costs incurred.

- 1 K. A proposed sub-class (*hereinafter* “COVID-19 Supplemental Sick Leave Class”)
2 is defined as: All individuals who have been and are currently employed by
3 Defendants PRIORITY WORKFORCE, INC., and MARUCHAN INC., within
4 the relevant time periods prior to the filing of this Complaint until resolution of
5 this lawsuit who were not afforded COVID-19 supplemental sick leave nor paid
6 therefor.
- 7 40. The proposed class (*hereinafter* “Class”) shall consist of all individuals found in the
8 following sub-classes: Meal Period Class, Rest Period Class, Underpaid Class,
9 Overtime Class, Sick Day Class, Wage Statement Class, Final Paycheck Class,
10 Minimum Wage Class, Payroll Records Class, Reimbursement Class, and COVID-19
11 Supplemental Sick Leave Class.
- 12 41. All claims alleged herein arise under California law and Plaintiff and Class Members
13 seek relief authorized by California law.
- 14 42. Excluded from the Class are Defendant(s) in this action, any entity in which
15 Defendant(s) have a controlling interest, any officers, directors, and shareholders of
16 Defendants, and legal representatives, heirs, successors, and assigns of Defendants.
- 17 43. There is a well-defined community of interest in this litigation and the Class is easily
18 ascertainable:
- 19 44. Numerosity: The members of the Class (and each subclass, if any) are so numerous
20 that joinder of all members would be unfeasible and impractical. The membership of
21 the Class is unknown to Plaintiff at this time. However, the Class is estimated to be
22 greater than fifty (50) individuals and the identity of such membership is readily
23 ascertainable by inspection of Defendants’ employment records.
- 24 45. Typicality: Plaintiff is qualified to and will fairly and adequately protect the interests
25 of each Class Member with whom he has a well-defined community of interest, and
26 Plaintiff’s claims (or defenses, if any), are typical of all Class Members as
27 demonstrated herein.
- 28 46. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests
of each Class Member with whom they have a well-defined community of interest
and typicality of claims, as alleged herein. Plaintiff acknowledges that he has an
obligation to the Court to make known any relationship, conflict, or differences with

any Class Member. Plaintiff's attorneys and proposed Class counsel are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and, throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

47. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

48. There are common questions of law and fact as to the Class (and each subclass, if any), that predominate over questions affecting only individual members, including but not limited to:

49. Whether Defendants had a policy of not providing uninterrupted statutory mandated rest periods to Plaintiff and Class Members or compensation for rest periods;

50. Whether Defendants had a policy of not providing uninterrupted statutory mandated meal periods to Plaintiff and Class Members or compensation for meal periods;

51. Whether Defendants created schedules in such a manner that made it difficult or impossible for Plaintiff, and similarly situated Class Members, to take uninterrupted rest periods;

52. Whether Defendants created schedules in such a manner that made it difficult or impossible for Plaintiff, and similarly situated Class Members, to take uninterrupted meal periods;

53. Whether Defendants failed to pay Plaintiff and Class Members for the overtime hours worked during the relevant timeframe;

54. Whether Defendants failed to reimburse Plaintiff and Class Members for their business expenses;

55. Whether Defendants failed to pay Plaintiff and Class Members their sick pay;

56. Whether Defendants had a policy of requiring Plaintiff and Class Members to work beyond the reported hours (off-the-clock);

- 1 57. Whether Defendants failed to pay Plaintiff and Class Members for the total hours
2 worked during the relevant timeframe;
- 3 58. Whether Defendants failed to keep accurate payroll records, such that inaccurate
4 wage statements were issued to Plaintiff and Class Members;
- 5 59. Whether Defendants failed to pay Plaintiff and Class Members an accurate and timely
6 final paycheck;
- 7 60. Whether Defendants failed to pay Plaintiff and Class Members at least minimum
8 wage for all the hours worked;
- 9 61. Whether Defendants failed to pay Plaintiff and Class Members COVID-19
10 Supplemental Sick Leave;
- 11 62. Whether Defendants improperly retained, converted, appropriated, or deprived
12 Plaintiff and other Class Members of the use of monies or sums, which Plaintiff and
13 Class Members were legally entitled to; and
- 14 63. The appropriate amount of damages, restitution, or monetary penalties resulting from
15 Defendants' violations of California law.

16 **FIRST CAUSE OF ACTION**

17 ***Unpaid Missed Rest Breaks***

18 **(Labor Code § 226.7(a) and IWC Wage Nos. 1-2001, Section 12)**

19 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

20 *Against All Defendants)*

- 21 64. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
22 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
23 set forth herein.
- 24 65. At all times herein set forth, Labor Code section 218 authorizes an employee to sue directly
25 for any wages or penalty due to him or her under this article of the Labor Code.
- 26 66. At all times herein set forth, Labor Code section 226.7(a) provides that no employer shall
27 require an employee to work during any rest period mandated by an applicable order of the
28 IWC.

1 67. The language of IWC Wage Order No. 4-2001 section 12 relating to rest periods tracks the
2 language of the Labor Code. (*Code of Regulations*, title 8, section 11040, subd. 12.), which
3 states:

4 (A) Every employer shall authorize and permit all employees to take rest periods, which
5 insofar as practicable shall be in the middle of each work period. The authorized rest period
6 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest
7 time per four (4) hours or major fraction thereof. However, a rest period need not be
8 authorized for employees whose total daily work time is less than three and one-half (3 ½)
9 hours. Authorized rest period time shall be counted as hours worked for which there shall
10 be no deduction from wages.

11 (B) If an employer fails to provide an employee a rest period in accordance with the
12 applicable provisions of this order, the employer shall pay the employee one (1) hour of
13 pay at the employee's regular rate of compensation for each workday that the rest period is
14 not provided.

15 68. During the relevant time periods, Plaintiff and Class Members worked more than three and
16 one-half (3 ½) hours per workday, and were not allowed to take paid rest breaks that they
17 were legally entitled to pursuant to IWC Wage Order Nos. 1-2001 and 4-2001 section 12.
18 Defendants' conduct, as alleged herein, violates IWC Wage Order Nos. 1-2001 and 4-2001
19 section 12 and Labor Code § 226.7(a), which provides that no employer shall require any
20 employee to work during any rest period mandated by an applicable order of the IWC.

21 69. Pursuant to Labor Code section 226.7(b), and IWC Wage Order Nos. 1-2001 and 4-
22 2001section 12(B), Plaintiff and Class Members are entitled to recover from Defendants
23 one (1) additional hour of pay at Plaintiff and Class Members' regular rate of compensation
24 for each work day that a rest period was not provided, for a three-year statutory period
25 dating back from the date of the commencement of this action.

26 70. Pursuant to Labor Code Section 1197.1, Plaintiff and Class Members are entitled to fifty
27 dollars (\$50.00) for each pay period for which they were underpaid in addition to an
28 amount sufficient to recover underpaid wages and for each subsequent violation, one
hundred dollars (\$100.00) for each pay period for which they were underpaid in addition to
an amount sufficient to recover underpaid wages.

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(Labor Code §§ 226.7(a) and 512 and IWC Wage Order Nos. 1-2001 and 4-2001

(By Plaintiff and on Behalf of all Similarly Situated Class Members,
Against All Defendants)

77. Defendants fostered a work environment where the taking of uninterrupted thirty (30) minute meal breaks by its employees was essentially prohibited because Defendants were more concerned about their profit margin, than its own employees' welfare. As such,

1 Plaintiff and Class Members could not take any thirty (30) minute uninterrupted meal
2 breaks without the risk of being reprimanded or terminated.

3 78. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff and
4 Class Members for one hour of additional pay at the regular rate of compensation for each
5 workday that the proper meal periods were not provided, pursuant to Cal. Labor Code
6 Section 226.7(b) and applicable IWC Wage Order, i.e., Nos. 1-2001 and 4-2001, section
7 11(B).

8 79. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage order, section
9 11, Defendants are also liable to Plaintiff and Class Members for reasonable attorneys' fees
10 and costs under Cal. Labor Code Section 218.5.

11 **THIRD CAUSE OF ACTION**

12 ***Failure to Pay All Overtime Wages Earned***

13 **(Labor Code §§ 510 and 1194 and IWC Wage Nos. 1-2001, Section 3)**

14 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

15 *Against All Defendants)*

16 80. Plaintiff and Class Members incorporate by reference and reallege each and every one of the
17 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully
18 set forth herein.

19 81. At all relevant times during the applicable limitations period, Plaintiff and Class Members
20 have been non-exempt employees of Defendants and are entitled to the benefits of Cal.
21 Labor Code Sections 510 and 1194 and the pertinent Wage Order(s).

22 82. IWC Wage Order Nos. 1-2001, section 3, states:

23 **(A) Daily Overtime - General Provisions**

24 (1) The following overtime provisions are applicable to employees ... Such
25 employees shall not be employed more than eight (8) hours in any workday or more
26 than 40 hours in any workweek unless the employee receives one and one-half (1½)
27 times such employee's regular rate of pay for all hours worked over 40 hours in the
28 workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond
eight (8) hours in any workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee's regular rate of pay for all hours
worked in excess of eight (8) hours up to and including 12 hours in any workday, and

1 for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a
2 workweek; and

3 (b) Double the employee's regular rate of pay for all hours worked in excess of 12
4 hours in any workday and for all hours worked in excess of eight (8) hours on the
5 seventh (7th) consecutive day of work in a workweek.

6 (c) The overtime rate of compensation required to be paid to a nonexempt full-
7 time salaried employee shall be computed by using the employee's regular hourly
8 salary as one-fortieth (1/40) of the employee's weekly salary.

9 83. Cal. Labor Code Section 510 states: "Eight hours of labor constitutes a day's work. Any
10 work in excess of eight hours in one workday and any work in excess of 40 hours in any
11 one workweek and the first eight hours worked on the seventh day of work in any one
12 workweek shall be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
14 compensated at the rate of no less than twice the regular rate of pay for an employee. In
15 addition, any work in excess of eight hours on any seventh day of a workweek shall be
16 compensated at the rate of no less than twice the regular rate of pay of an employee.
17 Nothing in this section requires an employer to combine more than one rate of overtime
18 compensation in order to calculate the amount to be paid to an employee for any hour of
19 overtime work."

20 84. With respect to overtime wages, the regular rate of pay under California law must include
21 "all remuneration for employment paid to, on behalf of, the employee." O.L. 2002.06.14
22 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not limited to,
23 commissions and nondiscretionary bonuses. *See Huntington Memorial Hosp. v. Superior*
24 *Court* (2005) 131 Cal App.4th 893, 904-05.

25 85. Plaintiff and Class Members were working more than eight hours a day and more than 40
26 hours a week and they were not paid overtime.

27 86. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
28 described below.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wage, pay for all Wages Earned and Pay for Vacation Time
(Labor Code §§ 204, 227.3, 1182.12, 1194, 1197 and 1198);

1 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*
2 *Against All Defendants)*

3 87. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
4 herein, the material allegations set forth in preceding paragraphs of this Complaint.

5 88. California Labor Code § 204 requires California employers to pay employees for all wages
6 earned. California Labor Code § § 1194 and 1197 require minimum wage payments.

7 89. Defendants failed to compensate Plaintiff and Class Members for all hours worked,
8 including, but not limited to, the hours Plaintiff and Class Members worked during their
9 rest and meal breaks, and for which they did not receive the proper compensation under the
10 law. Plaintiff and Class Members did not receive minimum wages for all the hours they
11 worked.

12 90. Defendants failed to accurately compensate Plaintiff and Class Members for their vacation
13 money.

14 91. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
15 described below.

16 **FIFTH CAUSE OF ACTION**

17 **Failure to Reimburse Required Business Expenses**

18 **(Labor Code section 2802)**

19 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against all Defendants)*

20 82. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material
21 allegations set forth in preceding paragraphs of this Complaint.

22 83. Labor Code section 2802 requires an employer to “indemnify his or her employee for all
23 necessary expenditures or losses incurred by the employee in direct consequence of the
24 discharge of his or her duties...”

25 84. Plaintiff had to spend his own money to carry out his duties for Defendants’ business, but
26 Defendants failed to accurately reimburse him for these costs. Plaintiff was not reimbursed for
27 the use of his cell phone to communicate with the Defendants. He was required to spend his
28 own money to buy his own non-slippery tennis shoes, but was not reimbursed.

1 85. All said expenses were necessary for Plaintiff to fulfill his job functions for the Defendants.
2 Plaintiff sought reimbursement of these necessary expenses incurred at Defendants' direction,
3 but Defendants have refused to reimburse and indemnify Plaintiff for these expenses.
4 86. Accordingly, Plaintiff has been deprived of legally required reimbursement, and Defendants
5 should be liable to Plaintiff for these sums, plus attorneys' fees, plus interest.
6 87. The monies retained by Defendants should be deemed Plaintiff's monies, held in trust for
7 Plaintiff and subject to a proper claim for reimbursement and disgorgement.
8

9 **SIXTH CAUSE OF ACTION**

10 **Failure to Maintain and Produce Accurate Payroll Records- Improper Wage Statements**
11 ***(Labor Code §§ 226(a), 432, 1174, 1174.5, 1198.5 and IWC Wage Order Nos. 1-2001, Section 7)***

12 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*
13 *Against All Defendants)*

14 88. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein,
15 the material allegations set out in preceding paragraphs of this Complaint.

16 89. California Labor Code § 226(a), IWC Wage Order Nos. 1-2001 and 4-2001, Section 7, and
17 California Labor Code § 1174 require employers to maintain accurate payroll records and to
18 provide semi-monthly or at the time of each payment of wages to furnish each employee with a
19 statement itemizing, among other things, the total hours worked by the employee.

20 90. Defendants knowingly and intentionally failed to maintain records as required under California
21 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Orders, including but not
22 limited to the following records: total daily hours worked by each employee; including but not
23 limited to, applicable rates of pay relating to non-discretionary bonus payments, overtime and
24 double-time; all deductions; meal and/or rest periods; time records showing when each
25 employee begins and ends each work period; and accurate itemized statements that reflect all
26 compensation, rates of pay for all compensation paid and remuneration owed and due to them.

27 91. Defendants have violated California Labor Code §§ 226(a) and 1174, and IWC Wage Orders
28 No. 1-2001 and 4-2001, Section 7 by willfully failing to keep required payroll records showing
the actual hours worked each day by Plaintiff and Class Members. As a direct and proximate
result of Defendants' failure to maintain payroll records, Plaintiff and Class Members have

1 suffered economic harm as they have been precluded from accurately monitoring the number
2 of hours worked and thus seeking payment in connection with the hours for all the missed rest
3 and meal breaks, overtime, minimum wage, sick days, days of rest and COVID-19
4 supplemental sick leave.

5 92. In 2013, the Legislature amended subdivision (e) of Labor Code section 226, adding language
6 explaining that an “employee is deemed to suffer injury for purposes of this subdivision if the
7 employer fails to provide accurate and complete information as required” by subdivision (a) of
8 that statute, and “the employee cannot promptly and easily determine from the wage statement
9 alone one or more” of several of the required items, including total hours worked, all
10 applicable hourly rates in effect, and the corresponding number of hours worked at each rate.
11 (Lab. Code, § 226, subd. (e)(2)(B).) The amended statute further provides that “ ‘promptly and
12 easily determine’ means a reasonable person would be able to readily ascertain the information
13 without reference to other documents or information.” (Lab. Code, § 226, subd. (e)(2)(C).)
14 This provision renders the inquiry an objective one; the amendment “clarifies that injury arises
15 from defects in the wage statement, rather than from a showing that an individual experienced
16 harm as a result of the defect.” (*Lubin v. Wackenhut Corp.* (2016) 5 Cal. App. 5th 926, 959; *see*
17 *also Garnett v. ADT, LLC* (E.D. Cal. 2015) 139 F. Supp. 3d 1121, 1133 [“Whether an
18 employee suffered injury is based solely on the information provided on the wage
19 statement.”].)

20 93. Plaintiff has suffered injury and sustained actual damages because the Defendants failed to
21 provide accurate and complete information as required by any one or more of items (1) to (9),
22 inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the
23 wage statement alone the amount of the gross wages or net wages paid to the employee during
24 the pay period or any of the other information required to be provided on the itemized wage
25 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). Plaintiff cannot
26 determine which deductions the employer made from gross wages to determine the net wages
27 paid to the employee during the pay period. Plaintiff has been damaged in a sum to be proven
28 at trial.

94. Plaintiff and Class Members are also entitled to \$4,000 in damages for Defendants’ violation
and being liable for this cause of action, in addition to an award of costs and reasonable

attorneys' fees under Labor Code § 226(e)(1) and \$500 under Labor Code of Labor Code § 1174.5.

SEVENTH CAUSE OF ACTION

Failure to Pay Wages Upon Separation

(Labor Code §§ 201-203)

(By Plaintiff and on Behalf of all Similarly Situated Class Members,

Against All Defendants)

95. Plaintiff and Class Members incorporate by reference and re-allege, as if fully state herein, the material allegations set out in previous paragraphs of this Complaint.

96. Labor Code §§ 201 – 203 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter; unless the employee had given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

97. During the relevant time period, Defendants failed to pay Plaintiff and Class Members, no longer employed by Defendants, their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment in violation of Labor Code §§ 201 – 203.

98. Plaintiff and Class Members are entitled to statutory damages.

EIGHTH CAUSE OF ACTION

Retaliating Against “whistleblowing” Employees

(Violation of Labor Code §§1102-1102.5)

(By Plaintiff Against All Defendants, and Does 1-50)

99. Plaintiff incorporates by reference and re-allege, as if fully state herein, the material allegations set out in previous paragraphs of this Complaint.

100. California Labor Code section 1102.5 protects employees from retaliation for disclosing information that may violate a local, state, or federal law, rule, or regulation. This includes information that the employee has reason to believe discloses a violation.

101. Section 1102.5(b) of the California Labor Code prohibits employers from retaliating against employees who disclose information to a government or law enforcement agency. This includes reports made by employees of a government agency to their employer.

102. Plaintiff disclosed information to Defendants that he reasonably believed constituted a violation of various state law including the Fair Labor Standards Act, as stated herein.

103. Plaintiff also complained about Defendants' failure to pay Plaintiff for all of regular and overtime hours he worked and Defendants' failure to allow him to take any rest break and full meal breaks. He also complained about incurring expenses without being reimbursed for them.

104. Defendants retaliated against Plaintiff because they believed that he may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry.

105. Defendants' belief that Plaintiff would disclose such information to authorities, was a substantial motivating factor in their decision to terminate his employment.

106. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Plaintiff has suffered other economic losses

1 in an amount to be determined at time of trial. Plaintiff has sought to mitigate these
2 damages.

3 107. As a further direct, foreseeable, and proximate result of Defendants' conduct,
4 Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of
5 reputation, and mental and physical pain and anguish, all to his damage in a sum
6 according to proof.

7 108. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff
8 is entitled to recover punitive and exemplary damages in an amount commensurate
9 with Defendants' wrongful acts and sufficient to punish and deter future similar
10 reprehensible conduct.

11 109. In addition to such other damages as may properly be recovered herein,
12 Plaintiff is entitled to a \$10,000 penalty for each violation of California Labor Code
13 Section 1102.5, pursuant to California Labor Code Section 1102.5(f), and attorneys'
14 fees pursuant to Code of Civil Procedure section 1021.5.

15 **NINTH CAUSE OF ACTION**

16 **Failure to Pay for Sick Days (*Violation of Labor Code §§246, 246(a) and §246.5*)**

17 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

18 110. Plaintiff and Class Members incorporate by reference and re-allege, as if fully
19 stated herein, the material allegations set out in preceding paragraphs of this
20 Complaint.

21 111. Cal. Labor Code Section 246(a) provides: (a) (1) An employee who, on or after July
22 1, 2015, works in California for the same employer for 30 or more days within a year from
23 the commencement of employment is entitled to paid sick days as specified in this section.

24 112. Defendants failed and refused to pay Class Members for their sick days. They have
25 been damaged in a sum to be proven and request relief as described below.

26 **TENTH CAUSE OF ACTION**

1 **Failure to Pay for Vacation Time (Labor Code §227.3)**

2 *(By Plaintiff And On Behalf of All Similarly Situated Class Members,*

3 *Against All Defendants, and Does 1-50)*

4 113. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
5 herein, the material allegations set out in preceding paragraphs of this Complaint.

6 114. California Labor Code Section 227.3 **requires that accrued vacation time be treated**
7 **as vested "wages" upon an employee's separation of employment for any reason.** This
8 must be paid out at the employee's then regular rate of pay.

9 115. Defendants failed to accurately compensate Plaintiff and Class Members for their
10 vacation.

11 116. Plaintiffs and Class Members have been damaged in a sum to be proven and request
12 relief as described below.

13 **ELEVENTH CAUSE OF ACTION**

14 **Unlawful Discrimination/Termination Based on Violation of California Labor Code §**
15 **246.5(c), Labor Code § 98.6, California Labor Code § 246.5, Labor Code § § 233, 234**

16 *(By Plaintiff Against All Defendants)*

17 117. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material
18 allegations set out in prior and subsequent paragraphs of this Complaint.

19 118. At all times relevant herein, Plaintiff was an employee of Defendants.

20 119. Plaintiff disclosed information to Defendants that they reasonably believed constituted a
21 violation of various state law including the Fair Labor Standards Act, as stated herein.

22 120. California Code, Labor Code - § 98.6 states:

23 (a) A person shall not discharge an employee or in any manner discriminate, retaliate, or
24 take any adverse action against any employee or applicant for employment because the
25 employee or applicant engaged in any conduct delineated in this chapter, including the
26 conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing
27 with Section 1101) of Part 3 of Division 2, or because the employee or applicant for
28 employment has filed a bona fide complaint or claim or instituted or caused to be
instituted any proceeding under or relating to his or her rights that are under the
jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she
is owed unpaid wages, or because the employee has initiated any action or notice
pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant

1 to that section, or because of the exercise by the employee or applicant for employment
2 on behalf of himself, herself, or others of any rights afforded him or her.

3 (b)(1) Any employee who is discharged, threatened with discharge, demoted, suspended,
4 retaliated against, subjected to an adverse action, or in any other manner discriminated
5 against in the terms and conditions of his or her employment because the employee
6 engaged in any conduct delineated in this chapter, including the conduct described
7 in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part
8 3 of Division 2, or because the employee has made a bona fide complaint or claim to the
9 division pursuant to this part, or because the employee has initiated any action or notice
10 pursuant to Section 2699 shall be entitled to reinstatement and reimbursement for lost
11 wages and work benefits caused by those acts of the employer.

12 121. California Code, Labor Code - § 246.5 states:

13 (a) Upon the oral or written request of an employee, an employer shall provide
14 paid sick days for the following purposes:

15 (1) Diagnosis, care, or treatment of an existing health condition of, or preventive
16 care for, an employee or an employee's family member.

17 (2) For an employee who is a victim of domestic violence, sexual assault, or
18 stalking, the purposes described in subdivision (c) of Section 230 and subdivision
19 (a) of Section 230.1.

20 (b) An employer shall not require as a condition of using paid sick days that the
21 employee search for or find a replacement worker to cover the days during which
22 the employee uses paid sick days.

23 (c)(1) An employer shall not deny an employee the right to use accrued sick days,
24 discharge, threaten to discharge, demote, suspend, or in any manner discriminate
25 against an employee for using accrued sick days, attempting to exercise the right
26 to use accrued sick days, filing a complaint with the department or alleging a
27 violation of this article, cooperating in an investigation or prosecution of an
28 alleged violation of this article, or opposing any policy or practice or act that is
prohibited by this article.

(2) There shall be a rebuttable presumption of unlawful retaliation if an employer
denies an employee the right to use accrued sick days, discharges, threatens to
discharge, demotes, suspends, or in any manner discriminates against an
employee within 30 days of any of the following:

(A) The filing of a complaint by the employee with the Labor Commissioner or
alleging a violation of this article.

(B) The cooperation of an employee with an investigation or prosecution of an
alleged violation of this article.

(C) Opposition by the employee to a policy, practice, or act that is prohibited by this article.

122. California Code, Labor Code - § 233 states:

(a) Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5. The designation of sick leave taken for these reasons shall be made at the sole discretion of the employee. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2601 et seq.), regardless of whether the employee receives sick leave compensation during that leave.

(b) As used in this section:

(1) "Employer" means any person employing another under any appointment or contract of hire and includes the state, political subdivisions of the state, and municipalities.

(2) "Family member" has the same meaning as defined in Section 245.5.

(3)(A) "Sick leave" means accrued increments of compensated leave provided by an employer to an employee as a benefit of the employment for use by the employee during an absence from the employment for any of the reasons specified in subdivision (a) of Section 246.5.

(B) "Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) 1 and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

(c) An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.

(d) Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief.

(e) Upon the filing of a complaint by an employee, the Labor Commissioner shall enforce this section in accordance with Chapter 4 (commencing with Section 79) of Division 1, including, but not limited to, Sections 92, 96.7, 98,

and 98.1 to 98.8, inclusive. Alternatively, an employee may bring a civil action for the remedies provided by this section in a court of competent jurisdiction. If the employee prevails, the court may award reasonable attorney's fees.

(f) The rights and remedies specified in this section are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other law.

123. California Code, Labor Code - § 234 states:

An employer absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section 233. An employee working under this policy is entitled to appropriate legal and equitable relief pursuant to Section 233.

124. Plaintiff reported to Defendants their failure to pay Plaintiff for all of regular and overtime hours worked and failure to allow him to take meal breaks. He was not allowed to take sick day. He was not allowed to take time off due to his work injury.

125. Defendants denied, discriminated and retaliated against Plaintiff and it was a substantial motivating factor in Defendants' decision to terminate his employment.

126. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained and continue to sustain substantial losses in earnings, employment benefits, employment opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at time of trial. Plaintiff has sought to mitigate these damages.

127. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continue to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to her damage in a sum according to proof.

128. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

129. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled to a \$10,000 penalty for each violation of California Labor Code Section and attorneys' fees pursuant to Code of Civil Procedure section 1021.5.

TWELFTH CAUSE OF ACTION

1 **Unlawful Discrimination and Termination (*Violation of Cal. Lab. Code §§ 6310-6311*)**

2 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

3 130. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
4 herein, the material allegations set out in the prior paragraphs of this Complaint.

5 131. Plaintiff was discriminated, retaliated and terminated in violation of Labor Code sections
6 6310 and 6311.

7 132. Labor Code section 6310 states in pertinent part:

8 (a) No person shall discharge or in any manner discriminate against any employee because
9 the employee has done any of the following:

10

11 (4) Reported a work-related fatality, injury, or illness, requested access to occupational
12 injury or illness reports and records that are made or maintained pursuant to Subchapter
13 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the
14 California Code of Regulations, or exercised any other rights protected by the federal
15 Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.), except in cases where
 the employee alleges they have been retaliated against because they have filed or made
 known their intention to file a workers' compensation claim pursuant to Section 132a,
 which is under the exclusive jurisdiction of the Workers' Compensation Appeals Board.

16 133. Labor Code section 6311 states in pertinent part:

17 No employee shall be laid off or discharged for refusing to perform work in the
18 performance of which this code, including Section 6400, any occupational safety or
19 health standard, or any safety order of the division or standards board will be violated,
20 where the violation would create a real and apparent hazard to the employee or their
21 fellow employees. Any employee who is laid off or discharged in violation of this section
22 or is otherwise not paid because the employee refused to perform work in the
23 performance of which this code, any occupational safety or health standard, or any safety
24 order of the division or standards board will be violated and where the violation would
25 create a real and apparent hazard to the employee or their fellow employees shall have a
26 right of action for wages for the time the employee is without work as a result of the
27 layoff or discharge.

28 134. Prior to May 20, 2024, and while performing his duties, positioning pallets with ramen
 soup cups on a stacker, Plaintiff hurt his back. He informed the incident to his supervisor;
 however, his supervisor did not fill out an injury report or provided Plaintiff with workers
 compensation claim forms. Defendants did not refer him to the workers' compensation
 insurer, if any, or offer to send him to a doctor or pay for any medical bills. Uninsured and with

1 no financial means, Plaintiff relied on over the counter medications, rubs and other
2 homeopathic to alleviate his symptoms. Following his injury, he continued to report his
3 condition to supervisors Christian and Lupita and requested accommodations, just to hear that
4 if he could not perform the job, then there was no work for him. On May 20, 2024, Plaintiff
5 felt very sick with flu/cold like symptoms. As usual, he showed up for work, however as the
6 time progressed, he became worse. It was around 11:00 pm. and while on his meal break, he
7 texted Bella at Defendant PRIORITYWORKFORCE, INC. and advised her that he was very
8 sick and needed to go home. Bella did not answer Plaintiff's text until the next morning, where
9 she stated that she would need a doctor's note from Plaintiff. Plaintiff responded that he would
10 provide it. The following day, Gabby, another employee at Defendant PRIORITY
11 WORKFORCE, INC., told him to not show up for work anymore and directed him to go the
12 on-site office to pick up his last check. On the same day Gabby handed Plaintiff his final
13 check.

135. Forcing Plaintiff to work when he had reported work injury and was in need of workers
14 compensation, and also accommodation, created a real and apparent hazard to the employee or
15 his fellow employees. Plaintiff reported an illness and immediately was let go. As a result of
16 these practices, Defendants have violated Cal. Labor Code §§6310-6311. Employers are liable
17 for civil penalties.

136. Defendants are also liable to Plaintiff and Class Members for attorneys' fees, costs and
18 interest pursuant to CCP § 1021.5.

19 **THIRTEENTH CAUSE OF ACTION**

20 **Violation of California Business & Professions Code § 17200, et seq.**

21 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

22
23 137. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated
24 herein, the material allegations set out in the prior paragraphs of this Complaint

25 138. California Business & Professions Code Section 17200 prohibits unfair competition in
26 the form of any unlawful, unfair, or fraudulent business act or practice.
27
28

1 139. California Business & Professions Code Section 17204 allows “any person acting for the
2 interest of itself, its members or the general public” to prosecute a civil action for
3 violation of the UCL.

4 140. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing
5 of this action, Defendants have improperly, fraudulently, and unlawfully failed to provide
6 Plaintiff and Class Members with meal and rest breaks, failed to provide compensation
7 for the missed meal and rest breaks, failed to provide compensation for all hours worked
8 and all wages earned, failed to pay compensation for all overtime hours worked,
9 provided Plaintiff with inaccurate wage statements, failed to reimburse employees for
10 incurred business expenses, failed to pay for sick days, failed to pay for days of rest,
11 misclassified any Class Members as exempt, failed to pay COVID-19 Supplemental Sick
12 Leave and have thereby committed unlawful, unfair, and/or fraudulent business acts and
13 practices as defined by California Business & Professions Code Section 17200, by
14 engaging in the following:

- 15 i. Failing and refusing to provide meal periods and rest breaks to Plaintiff;
- 16 ii. Failing to pay all accrued meal period and rest break compensation to Plaintiff;
- 17 iii. Failing to reimburse all business expenses;
- 18 iv. Failing to pay accurate final paychecks;
- 19 v. Failing to allow sick leave and illegally requiring medical proof;
- 20 vi. Failing to pay for days of rest;
- 21 vii. Failing to pay for all hours worked and pay for all overtime compensation to
22 Plaintiff and Class Members;
- 23 viii. Failing to pay minimum wage to Plaintiff and Class Members;
- 24 ix. Failing to maintain accurate payroll record and provide accurate itemized wage
25 statement to Plaintiff and Class Members; and,
- 26 x. Failing to pay for COVID-19 Supplemental Sick Leave.

27 The violation of these laws serve as unlawful, unfair, and/or fraudulent predicate acts
28 and practices for purposes of California Business and Professions Code Section 17200.

141. As a direct and proximate result of Defendants’ unlawful, unfair, and/or fraudulent acts

1 and practices described herein, Defendants have received and continue to hold ill-gotten
2 gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful
3 business practices, Plaintiff has suffered economic injuries including, but not limited to,
4 compensation for missed meal periods and overtime hours worked. Defendants have
5 profited from their unlawful, unfair, and/or fraudulent acts and practices in failing to
6 provide meal period and rest break compensation to Plaintiff, as well as compensation
7 for overtime hours worked, minimum wage, sick day, days of rest, reimbursement of
8 business expenses, and COVID-19 supplemental sick leave.

9 142. Plaintiff is entitled to restitution pursuant to California Business & Professions Code
10 Sections 17203 and 17208 for all meal period and rest break compensation, unpaid
11 wages, unpaid gratuities and interest since four years prior to the filing of this action.

12 143. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor
13 Code pursuant to California Business & Professions Code Section 17202.

14 144. Plaintiff's success in this action will enforce important rights affecting the public interest.
15 In this regard, Plaintiff sues on behalf of himself and the general public. Plaintiff seeks
16 and is entitled to unpaid compensation, declaratory and injunctive relief, civil penalties,
17 and any other appropriate remedy.

18 145. Injunctive relief is necessary and appropriate to prevent Defendants from continuing and
19 repeating their unlawful, unfair and fraudulent business acts and practices alleged above.

20 146. In order to prevent Defendants from profiting and benefitting from their wrongful and
21 illegal acts and continuing those acts, an order is necessary requiring Defendants to
22 disgorge all the profits and gains they have reaped and restore such profits and gains to
23 the Plaintiff, from whom they were unlawfully taken.

24 147. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
25 specified herein. There is a financial burden incurred in pursuing this action, which is in
26 the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal.
27 Code of Civil Procedure Section 1021.5.

28 148. By all of the said foregoing alleged conduct Defendants have committed, and are
continuing to commit, ongoing unlawful, unfair and fraudulent business practices within
the meaning of Cal. Business & Professions Code Section 17200, et seq.

1 149. As a direct and proximate result of the unfair business practices described above, Plaintiff
2 has suffered significant losses and Defendants has been unjustly enriched.

3 150. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiff is entitled to: (a)
4 restitution of money acquired by Defendants by means of their unfair business practices,
5 in amounts not yet ascertained but to be ascertained at trial; (b) injunctive relief against
6 Defendants' continuation of their unfair business practices, and (c) a declaration that
7 Defendants' business practices are unfair within the meaning of the statute.

8 **FOURTEENTH CAUSE OF ACTION**

9 **Unlawful Discrimination Based on *California Government Code § 12940***

10 *(By Plaintiff Against All Defendants)*

11 151. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
12 allegations set out in prior paragraphs of this Complaint.

13 152. At all times herein set forth, *California Government Code § 12926(d)* provides:
14 “‘Employer’ includes any person regularly employing five or more persons, or any
15 person acting as an agent of an employer, directly or indirectly, the state or any political
16 or civil subdivision of the state, and cities”

17 153. Defendants employ more than five employees. Defendants violated Cal. Govt. Code §
18 12940. Defendants discriminated against Plaintiff. As a result of Defendants' acts,
19 Plaintiff has suffered and will continue to suffer damages, including lost wages, lost
20 benefits, as well as other pecuniary and physical and emotional injuries. The amount
21 of Plaintiff's damages will be ascertained at trial.

22 154. Plaintiff is legally protected from discrimination due to medical condition and disability
23 due to a work injury. While employed by Defendants Plaintiff suffered work-related
24 injuries to his back and requested medical treatment, to no avail. On May 20, 2024, he
25 fell sick with cold/flu like symptoms and requested time off, and in the process, he was
26 terminated.

27 155. Defendants wrongfully terminated Plaintiff from his employment on or about May 20,
28 2024. Plaintiff contends he was wrongfully terminated.

156. Defendants discriminated against Plaintiff in the terms, conditions and existence of
Plaintiff's employment after Plaintiff opposed practices of Defendants forbidden by

1 FEHA, Govt. Code §§ 12900-12996, including but not limited to Govt. Code §§ 12940,
2 12945.2 (employment discrimination). Defendants' discrimination violated Govt. Code
3 § 12940, including subsection (h).

4 157. Under Labor Code § 6310 Plaintiff is entitled to injunctive relief including
5 reinstatement and reimbursement of lost wages and benefits.

6 158. In committing the foregoing acts, Defendants are guilty of oppression, fraud, and/or
7 malice under California Civil Code §3294, thereby entitling Plaintiff to punitive
8 damages in an amount to be proven at trial. Defendants' employees committed the acts
9 of oppression, fraud, and/or malice. Defendants, had advance knowledge of each
10 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
11 the wrongful conduct for which an award of punitive damages is sought. The advance
12 knowledge and conscious disregard, authorization, ratification, or act of oppression,
13 fraud and/or malice, was committed by or on part of an officer, director, or managing
14 agent of Defendants. Therefore, Plaintiff is entitled to punitive damages against
15 Defendants.

16 159. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
17 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed
18 and will continue to employ attorneys for the initiation and prosecution of this action.
19 Plaintiff has incurred and will continue to incur attorneys' fees and costs. Plaintiff is
20 entitled to an award of reasonable attorneys' fees and costs since Defendants
21 discriminated against Plaintiff due to his disability, medical condition and his need for
22 medical leave, which Defendant refused to grant.

23 **FIFTEENTH CAUSE OF ACTION**

24 **Unlawful Retaliation Based on *California Government Code § 12940***

25 *(By Plaintiff Against All Defendants)*

26 160. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material
27 allegations set out in prior paragraphs of this Complaint.

28 161. At all times herein set forth, *California Government Code § 12926(d)* provides:
“‘Employer’ includes any person regularly employing five or more persons, or any

1 person acting as an agent of an employer, directly or indirectly, the state or any political
2 or civil subdivision of the state, and cities”

3 162. Defendants employ more than five employees. Defendants violated Cal. Govt. Code §
4 12940. Defendants retaliated against Plaintiff. As a result of Defendants’ acts, Plaintiff
5 has suffered and will continue to suffer damages, including lost wages, lost benefits, as
6 well as other pecuniary and physical and emotional injuries. The amount of Plaintiff’s
damages will be ascertained at trial.

7 163. Plaintiff is legally protected from retaliation due to medical condition and disability due
8 to a work injury. While employed by Defendants Plaintiff suffered work-related
9 injuries to his back and requested medical treatment, to no avail. On May 20, 2024, he
10 fell sick with cold/flu like symptoms and requested time off, and in the process, he was
11 terminated.

12 164. Defendant wrongfully terminated Plaintiff from his employment on or about May 20,
13 2024. Plaintiff contends he was wrongfully terminated.

14 165. Defendants retaliated against Plaintiff in the terms, conditions and existence of
15 Plaintiff’s employment after Plaintiff opposed practices of Defendants forbidden by
16 FEHA, Govt. Code §§ 12900-12996, including but not limited to Govt. Code §§ 12940,
17 12945.2 (employment discrimination). Defendant’s discrimination violated Govt. Code
§ 12940, including subsection (h).

18 166. Under Labor Code § 6310 Plaintiff is entitled to injunctive relief including
19 reinstatement and reimbursement of lost wages and benefits.

20 167. In committing the foregoing acts, Defendants are guilty of oppression, fraud, and/or
21 malice under California Civil Code §3294, thereby entitling Plaintiff to punitive
22 damages in an amount to be proven at trial. Defendants’ employees committed the acts
23 of oppression, fraud, and/or malice. Defendants, had advance knowledge of each
24 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
25 the wrongful conduct for which an award of punitive damages is sought. The advance
26 knowledge and conscious disregard, authorization, ratification, or act of oppression,
27 fraud and/or malice, was committed by or on part of an officer, director, or managing
28 agent of Defendants. Therefore, Plaintiff is entitled to punitive damages against
Defendants.

1 168. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
2 prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed
3 and will continue to employ attorneys for the initiation and prosecution of this action.
4 Plaintiff has incurred and will continue to incur attorneys' fees and costs. Plaintiff is
5 entitled to an award of reasonable attorneys' fees and costs since Defendants retaliated
6 against Plaintiff due to his disability, medical condition and his need for medical leave,
7 which Defendant refused to grant.

8 **SIXTEENTH CAUSE OF ACTION**

9 Failure to Allow Medical Leave, Violation of California Family Rights Act (CFRA),
10 Government Code section 12945.2

11 *(By Plaintiff Against all Defendants)*

12 169. Plaintiff re-alleges and incorporates by reference the allegations contained in preceding
13 and subsequent paragraphs as though fully set forth.

14 170. Plaintiff had injuries to his back. Plaintiff was still able to perform the essential tasks
15 and duties of his job but was in need of being able to take his statutory breaks and also was in
16 need of a slower pace since prior to his injury he was always being rushed to perform his job.
17 Plaintiff requested work accommodations and medical treatment that he was in need of due to
18 the injuries. Defendants failed and refused to provide medical treatment or any workers'
compensation benefits.

19 171. On May 20, 2024, Plaintiff fell very sick with flu/cold like symptoms. As usual, he
20 showed up for work, however as the time progressed, he became worse. It was around 11:00
21 pm. and while on his lunch break, he texted Bella at Defendant PriorityWorkforce and advised
22 her that he was very sick and needed to go home. Bella did not answer Plaintiff's text until the
23 next morning, where she stated that she would need a Doctor's note from Plaintiff. Plaintiff
24 responded that he would provide it. The following day, Gabby, another employee at Defendant
25 PRIORITYWORKFORCE, INC., told him to not show up for work anymore and directed him
26 to go the on-site office to pick up his last check. The that day, Gabby handed Plaintiff his final
check.

27 172. Failure to allow Plaintiff for mandatory medical leave due to medical condition was
28 against California Family Rights Act (CFRA), Government Code section 12945.2.

173. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to be proven. Plaintiff was forced to hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

174. As a result of Defendants' acts, Plaintiff has suffered and will continue to suffer damages, including lost wages, lost benefits, as well as other pecuniary and physical and emotional injuries. The amount of Plaintiff's damages will be ascertained at trial.

175. As a result of Defendants' deliberate, outrageous, and despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages from Defendant in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

SEVENTEENTH CAUSE OF ACTION

Violation of California Government Code § 12940 (m) – Wrongful Termination

Failure to Accommodate

(By Plaintiff Against all Defendants)

176. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material allegations set out in prior paragraphs of this Complaint.

177. Defendants terminated Plaintiff on May 20, 2024. Plaintiff had injuries to his back and Plaintiff was able to still perform the essential tasks and duties of his job but was in need of being able to take his statutory breaks and also was in need of a slower pace since prior to his injury he was always being rushed to perform his job. Plaintiff requested work accommodations and medical treatment that he was in need of due to the injuries. Defendants failed and refused to provide medical treatment or any workers' compensation benefits, and instead terminated his employment. This violated Govt. Code § 12940, including subsection (m).

178. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to be proven. Plaintiff has been required to hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

179. Plaintiff alleges that Defendants' refusal to grant his accommodations and terminating his employment were acts that constitute oppression and malice because they were committed with the sole intent of depriving him of being employed and causing

injuries to him. These oppressive and malicious acts, as herein above-alleged, were committed by Defendants and/or each of them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed. Therefore, Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them pursuant to Civil Code § 3294.

180. Plaintiff alleges that as a direct and proximate result of Defendants wrongful conduct (Plaintiff being terminated based on his disability/medical condition), he has now sustained monetary damages and severe emotional distress.

EIGHTEENTH CAUSE OF ACTION

Violation of California Government Code § 12940 (n) – Wrongful Termination Failure to Engage in the Interactive Process

(By Plaintiff Against all Defendants)

181. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material allegations set out in prior paragraphs of this Complaint.

182. Plaintiff suffered a work injury while working for Defendants, and was in need of medical treatment and work accommodations. Plaintiff talked to the management and requested accommodation and asked to receive treatment by the employer Defendant. However, Defendants failed and refused to provide any work accommodations. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff to determine effective, reasonable accommodations for his disability. Instead, they terminated Plaintiff's employment. This violated Govt. Code § 12940, including subsection (n).

183. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to be proven. Plaintiff was forced to hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

184. Plaintiff alleges that Defendants refused to acknowledge and accept his need for accommodations due to his disability, and instead terminated his employment. Such acts constitute oppression and malice because they were committed with the sole intent

1 of depriving Plaintiff of receiving proper medical care and also deprive him of being
2 employed and causing injuries to Plaintiff. These oppressive and malicious acts, as
3 herein above-alleged, were committed by Defendants and/or each of them through their
4 Directors, Officers, Managing Employees, were ratified by Defendants and each of
5 them at the time these acts were being committed. Therefore, Plaintiff is entitled to
6 damages in an amount according to proof at trial and punitive damages in an amount
7 sufficient to deter and punish Defendants and each of them pursuant to Civil Code §
8 3294.

9
10 **NINETEENTH CAUSE OF ACTION**

11 ***Failure to Provide Workers' Compensation Coverage (Labor Code §§ 3600, 3700)***

12 ***(By Plaintiffs Against all Defendants)***

- 13 185. Plaintiff incorporates by reference and re-allege, as if fully stated herein, the material
14 allegations set forth in prior paragraphs of this Complaint.
- 15 186. Labor Code section 3700 requires employers to secure the payment of compensation
16 by stating that: Every employer except the state shall secure the payment of
17 compensation in one or more of the following ways: (a) By being insured against
18 liability to pay compensation by one or more insurers duly authorized to write
19 compensation insurance in this state.
- 20 187. Labor Code section 3600 specifies the circumstances in which an employer is liable
21 for compensation in a work-related injury. Labor Code section 3706 provides that "If
22 any employer fails to secure the payment of compensation, any injured employee or
23 his dependents may bring an action at law against such employer for damages, as if
24 this division did not apply."
- 25 188. Prior to May 20, 2024, Plaintiff suffered from work-related injuries, during his
26 employment. Defendants were aware of Plaintiff's work-related injury and disability.
27 He had suffered work related injuries to his back. Plaintiff requested medical
28 treatment and work accommodations.
189. Plaintiff reported to Defendants that he was experiencing a work-related injury
causing him pain and in need of workers compensation coverage. Defendants did not

1 provide Plaintiff with a claim form. Defendants did not refer him to the workers'
2 compensation insurer, if any, or offer to send him to a doctor or pay for any medical
3 bills. Uninsured and with no financial means, Plaintiff relied on over the counter
4 medications, rubs and other homeopathic to alleviate his symptoms.

5 190. Defendants retaliated against Plaintiff by terminating his employment on May 20,
6 2024.

7 191. Plaintiff has been damaged in a sum to be proven and requests relief as described
8 below.

9 **TWENTIETH CAUSE OF ACTION**

10 ***Wrongful Termination in Violation of Public Policy***

11 *(By Plaintiffs Against all Defendants)*

12 192. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
13 material allegations set out in preceding paragraphs of this Complaint.

14 193. "Public policy" has been defined broadly to mean "that principle of law which
15 holds that no citizen can lawfully do that which has a tendency to be injurious to the
16 public or against the public good" [*Petermann v. International Brotherhood of*
17 *Teamsters* (1959) 174 Cal. App. 2d 184, 188, 344 P.2d 25]. An employer discharging
18 an employee's employment based on the employee's work injury and disability is a
19 violation of Public Policy because FEHA's public policy is
20 against disability discrimination. *Prue v. Brady Co./San Diego*, (2015) 242 Cal. App.
21 4th 1367, 1383, 196 Cal. Rptr. 3d 68, 80–81.

22 194. At the time of Plaintiff 's termination, Defendants intended to fabricate grounds for his
23 termination. However, Plaintiff believes and contends that Defendant used the alleged excuses
24 as a pretextual reason to terminate him because of his sickness and his need for medical leave
25 which Defendant refused to grant.

26 195. Finally, Plaintiff alleges that he was terminated due to his complain about
27 working without being able to receive all their wages and take all his statutory breaks.

28 196. Therefore, Plaintiff alleges that Defendants have terminated his employment in
violation of Public Policy. Plaintiff alleges that as a direct and proximate result of

1 Defendants' wrongful conduct (Plaintiff's employment being terminated on the above-
2 described bases); Plaintiff has now sustained monetary damages and severe emotional
3 distress in an amount to be proven at trial.

4 197. Each of the wrongful and deliberated acts committed by Defendants, as herein
5 alleged, were acts that constitute oppression and malice because they were committed
6 with the sole intent to discharge Plaintiff from his employment.

7 198. Plaintiff is informed and believe and thereon allege that each of the oppressive
8 and malicious acts committed by Defendants, as herein above alleged, were committed
9 and/or ratified by Defendants and their directors, officers, managing employees, and
10 therefore, Plaintiff is entitled to an award of punitive damages against Defendants and
11 each of them.

12 199. Plaintiff is informed and believes and thereon allege that each of the oppressive
13 and malicious acts committed by Defendants, as herein above alleged, were committed
14 and/or ratified by Defendant and its directors, officers, managing employees, and
15 therefore, Plaintiff is entitled to an award of punitive damages against Defendants and
16 each of them.

17 **TWENTY FIRST CAUSE OF ACTION**

18 ***Civil Penalties Pursuant to Labor Code § 2699***

19 ***(PAGA penalties)***

20 *(By Plaintiff, as the representatives of Aggrieved Employees, Against All Defendants.)*

21 200. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
22 material allegations set out in previous paragraphs of this Complaint.

23 201. Plaintiff on behalf of the people of the State of California and as "Aggrieved
24 Employees" acting as a private attorney under the California Labor Code Private
25 Attorneys General Act of 2004, §2698, *et seq.*, brings this action, on a representative
26 basis. All current and former employees of Defendants within one year of serving
27 notice on the LWDA to the present are Aggrieved Employees.

28 202. Defendants failed to comply with Labor Code requirements due to erroneous,
willful and intentional employment practices and policies. Plaintiff brings this
representative action on behalf of herself, all other similarly situated aggrieved

employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of the claims pursuant to § 2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiffs following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now bring this Complaint for civil penalties under the Private Attorneys General Act (“PAGA”), *Labor Code* §2698 *et seq.*

203. As a result of the actions alleged herein, Plaintiff seeks penalties under Labor Code sections 2698 and 2699 because of Defendants’ violation of Labor Code sections 98.6, 201-205, 206, 210, 216, 218.5, 221, 225.5, 223, 226, 226(a), 226(b), 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 256, 351, 510-512, 551-553, 558, 558.1, 1102-1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.5, 1198-1199.5 and 2698-2699, 2699.5, 2802, 2810, 2810.5, 6310-6311 and applicable IWC, which call for civil penalties.

204. Plaintiff and Aggrieved Employees request penalties pursuant to Labor Code § 2699:

- A. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation;
- B. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code sections 218, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 510, 1194, and 1197, in the amount of \$50.00 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and \$100.00 for each subsequent violation for each underpaid employee for each pay period

1 for which the employee was underpaid in addition to an amount sufficient to
2 recover underpaid wages;

3 C. As applicable, for civil penalties under Labor Code section 1197.1 (in addition
4 to and entirely independent and apart from any other penalty provided in the
5 Labor Code), for violations of Labor Code sections 1194 and 1197, in the
6 amount of \$100.00 for each underpaid aggrieved employee for each pay period
7 the aggrieved employee was intentionally underpaid in addition to an amount
8 sufficient to recover underpaid wages, and \$250.00 for each subsequent
9 violation for each underpaid aggrieved employee regardless of whether the
10 initial violation was intentionally committed in addition to an amount sufficient
11 to recover underpaid wages;

12 D. As applicable, for civil penalties under Labor Code § 210 (in addition to and
13 entirely independent and apart from any other penalty provided in the Labor
14 Code), for each employee who is/was not paid wages in accordance with Labor
15 Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount
16 of a civil penalty of \$100.00 for each aggrieved employee per pay period for
17 each initial violation, and \$200.00 for each aggrieved employee per pay period
18 for each subsequent violation;

19 E. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
20 entirely independent and apart from any other penalty provided in the Labor
21 Code), for each violation of Labor Code § 226(a), in the amount of \$250.00 for
22 each aggrieved employee per pay period for each violation and \$1,000.00 for
23 each aggrieved employee per pay period for each subsequent violation; and

24 F. As applicable, for any and all additional civil penalties and sums as provided by
25 the Labor Code and/or other relevant statutes.

26 205. In addition, Plaintiff seeks seventy-five percent (75%) of all penalties obtained under
27 Labor Code section 2699 to be allocated to the LWDA, for education of employers
28 and employees about their rights and responsibilities under the Labor Code, and
twenty-five percent (25%) to Plaintiff and all other similarly situated aggrieved
employees.

1 206. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant
2 to Labor Code section 2699(g)(1) and any other applicable statute.
3 207. Labor Code section 2699.3 provides: "The aggrieved employee or representative shall
4 give written notice by certified mail to the Labor and Workforce Development
5 Agency and the employer of the specific provisions of this code alleged to have been
6 violated, including the facts and theories to support the alleged violation."
7 208. Plaintiff complied with Labor Code section 2699.3. Written notice was served on
8 Defendant in accordance with the provision of Section 2699.3, on March 7, 2025. To
9 date, the California Labor and Workforce Development Agency has not provided
10 Plaintiff with a notice of intent to investigate these violations, and more than 65 days
11 have since passed from the postmark date of the notice provided by Plaintiff. Attached
12 to this Complaint as **Exhibit "B"**, is a copy of the proof of mailing. Moreover,
13 Defendants have failed to provide Plaintiff with notice that they have cured the
14 violations, will cure the violations now, or will cure the violations in the future.
15 Consequently, pursuant to Labor Code section 2699.3(a)(2)(A), Plaintiff may proceed
16 and file a complaint for penalties pursuant to Labor Code section 2699.

17 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18 209. Prior to initiating this lawsuit, Plaintiff complied with the requirement to make a
19 claim and complaint against each named Defendants with the California Civil Rights
20 Department pursuant to section 12900, *et seq*, of the California Government Code,
21 alleging the claims described in this complaint. On January 27, 2025, the California Civil
22 Rights Department issued a "right to sue" letter. A true and correct copy of the
23 administrative complaint and "right to sue letter" are attached hereto as **Exhibit "A"**.
24 The action is filed within one year of the date that the California Civil Rights Department
25 issued its Right to Sue letter.

26 **REQUEST FOR JURY TRIAL**

27 Plaintiffs and Class Members demand a trial by jury of all issues in this action
28 triable by a jury, including but not limited to issues of liability and damages, except
for the UCL claims which are subject to a bench trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of themselves and the proposed Class, pray for judgment and the following specific relief against Defendants as follows:

1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses as appropriate under California Code of Civil Procedure § 382;
2. That Plaintiff be appointed as the Class Representatives;
3. That The Law Offices of Farrah Mirabel be appointed as Class Counsel;
4. Unpaid wages and compensation, and statutory penalties, according to proof;
5. For compensatory damages in the amount of Plaintiff and Class Members' expenses for business purposes and/or reimbursement of monies incurred while performing Defendants' business-related duties plus interests, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
6. Preliminary and permanent injunctions enjoining and restraining Defendants from continuing the unfair and unlawful business practices set forth above, and requiring the establishment of appropriate and effective policies, procedures, and practices in place to prevent future violations, including the maintenance of records that comply with California Labor Code § 226 and the applicable Wage Order(s);
7. Declaratory relief;
8. Liquidated damages pursuant California Labor Code §1194.2, for Defendants' violations of the minimum wage provisions of California Labor Code section 1197, according to proof;
9. Reasonable attorneys' fees and costs pursuant to, *inter alia*, California Labor Code §§ 218.5, 226, 1194, 1198.5 and 2802, and California Code of Procedure § 1021.5;
10. Interest accrued on damages and penalties, including pre-judgment interest, pursuant to, *inter alia*, California Labor Code §§ 218.6, 1194,1197, and any other applicable statute;
11. For injunctive relief requiring Defendants to comply with Labor Code 1198.5(b)(1);
12. Civil damages and penalties pursuant to any and all applicable law;
13. Unpaid wages and compensation, and statutory penalties, according to proof;
14. Penalties pursuant to California Labor Code § 1198.5(k);
15. Civil penalties pursuant to Labor Code §§ 551, 552 and 558;
16. Exemplary and punitive damages;
17. For such other and further relief as the court deems just and proper.

1 DATED: May 15, 2025

2 **LAW OFFICES OF FARRAH MIRABEL**

3 BY: /s/ Farrah Mirabel
4 Farrah Mirabel, Esq.
5 ATTORNEYS FOR PLAINTIFF, ALBERTO
6 SANCHEZ RANGEL, Individual on behalf of
7 himself and on behalf of all others similarly situated
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EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 27, 2025

Farrah Mirabel
1070 Stradella Rd
Los Angeles, CA 90077

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202501-27900128
Right to Sue: SANCHEZ RANGEL / PRIORITYWORKFORCE, INC. et al.

Dear Farrah Mirabel:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 27, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202501-27900128

Right to Sue: SANCHEZ RANGEL / PRIORITYWORKFORCE, INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

January 27, 2025

ALBERTO SANCHEZ RANGEL

RE: **Notice of Case Closure and Right to Sue**

CRD Matter Number: 202501-27900128

Right to Sue: SANCHEZ RANGEL / PRIORITYWORKFORCE, INC. et al.

Dear ALBERTO SANCHEZ RANGEL:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective January 27, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

ALBERTO SANCHEZ RANGEL

CRD No. 202501-27900128

Complainant,

vs.

PRIORITYWORKFORCE, INC.

,

MARUCHAN INC.

,

Respondents

1. Respondent **PRIORITYWORKFORCE, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **MARUCHAN INC.** business as Co-Respondent(s).

3. Complainant **ALBERTO SANCHEZ RANGEL**, resides in the City of , State of .

4. Complainant alleges that on or about **May 20, 2024**, respondent took the following adverse actions:

Complainant was harassed because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric).

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated.

Additional Complaint Details: ALBERTO SANCHEZ RANGEL, worked for Defendant PRIORITYWORKFORCE, INC., and Defendant MARUCHAN INC. Defendants wrongfully terminated Plaintiff from his employment on or about May 20, 2024. Plaintiff believes and contends he was terminated due to several reasons: 1) Plaintiff's work-related injuries to his back; (2) Plaintiff requesting time off and taking time off due to sickness; and, (3) Plaintiff's demands for statutory meal and rest breaks, which Defendants refused to provide.

Prior to May 20, 2024, and while performing his duties, positioning pallets with ramen soup cups on a stacker, Plaintiff hurt his back. He informed the incident to his supervisor; however, his supervisor did not fill out an injury report or provided Plaintiff with workers compensation claim forms. Defendants did not refer him to the workers' compensation insurer, if any, or offer to send him to a doctor or pay for any medical bills. Uninsured and with no financial means, Plaintiff relied on over the counter medications, rubs and other homeopathic to alleviate his symptoms. Following his injury, he continued to report his condition to supervisors Christian and Lupita and requested accommodations, just to hear that if he could not perform the job, then there was no work for him. On May 20, 2024, Plaintiff felt very sick with flu/cold like symptoms. As usual, he showed up for work, however as the time progressed, he became worse. It was around 11:00 pm. and while on his meal break, he texted Bella at Defendant PRIORITYWORKFORCE, INC. and advised her that he was very sick and needed to go home. Bella did not answer Plaintiff's text until the next morning, where she stated that she would need a doctor's note from Plaintiff. Plaintiff responded that he would provide it. The following day, Gabby, another employee at Defendant PRIORITY WORKFORCE, INC., told him to not show up for work anymore and directed him to go the on-site office to pick up his last check. On the same day Gabby handed Plaintiff his final check.

1 VERIFICATION

2 I, **Farrah Mirabel**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On January 27, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**

EXHIBIT B

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Priority workforce, Inc.
CT Corp System
Amanda Garcia Blvd.
330 N. Brand Blvd.
Glendale, CA 91203



9590 9402 7078 1251 4541 14

2. Article Number (Transfer from service label)

7022 1670 0003 4373 8517

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR 12 2025

Delivery Service

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

fail

fail Restricted Delivery

0)

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7078 1251 4541 14

United States
Postal Service

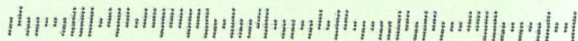
• Sender: Please print your name, address, and ZIP+4® in this box•

LAW OFFICES OF FARRAH
MIRABEL

1070 Stradella Rd
Los Angeles, CA 90077

*Alberto Sanchez Rangel U.S. priority mail
free inc. and Marchan line.*

7-260870



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

priority workfare, inc.
15941 Red Hill Ave. Suite 100
Tustin, CA 92780



9590 9402 7078 1251 4541 21

2. Article Number (Transfer from service label)

7022 1670 0003 4373 8500

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Mr. Kostman

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Stephanie

C. Date of Delivery

3/10/23

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

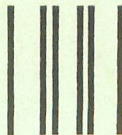
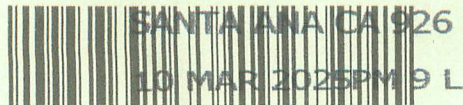
☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

(over \$500)

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7078 1251 4541 21

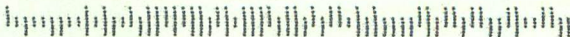
United States
Postal Service

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LAW OFFICES OF FARRAH
MIRABEL

1070 Stradella Rd
Los Angeles, CA 90077

*Aberto Sanchez Rangel vs. Priority Workers
Inc and Maruchan Inc*



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Maruchan, Inc.
Mitsuhide Takahashi
15800 Laguna Canyon Rd.
Irvine, CA 92618



9590 9402 8721 3310 5339 47

2. Article Number (Transfer from service label)

7022 1670 0003 4373 8524

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Natalie Plumb

☐ Agent☐ Addressee

B. Received by (Printed Name)

Natalie Plumb

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

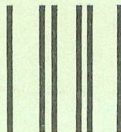
☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

(over \$500)

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

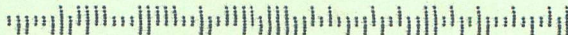
9590 9402 8721 3310 5339 47

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LAW OFFICES OF FARRAH
MIRABEL
1070 Stradella Rd
Los Angeles, CA 90077

Alberto Sanchez Rangel vs. Priority work
Re. Maruchan, Rene.



Law Offices of
Farrah Mirabel
Fmesq@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

March 7, 2025

VIA CERTIFIED MAIL

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

PRIORITYWORKFORCE, INC.
15941 RED HILL AVE
SUITE 100
TUSTIN, CA 92780

PRIORITYWORKFORCE, INC.
CT CORPORATION SYSTEM
AMANDA GARCIA or any person in charge to accept service
330 N BRAND BLVD,
GLENDALE, CA 91203

MARUCHAN INC.
MITSUhide TAKAHASHI
15800 LAGUNA CANYON ROAD
IRVINE, CA 92618

**In Re PAGA NOTICE: *ALBERTO SANCHEZ RANGEL* vs.
*PRIORITYWORKFORCE, INC., and MARUCHAN INC.***

Dear Sir/Madam:

Our firm represents the interests of **ALBERTO SANCHEZ RANGEL** (Plaintiff), former employee of **PRIORITYWORKFORCE, INC., and MARUCHAN INC.** (referred to as the “Defendants”). Plaintiff was hired as a laborer (machine operator and rotator) in October 2023 until May 2024, and was employed, jointly, by both Defendants.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

- 1. Violation of Labor Code §§ 226.7, 516 and 1198 (Missed Rest Breaks);**
 - 2. Violation of Labor Code §§ 226.7, 512, 516 and 1198 (Missed Meal Breaks);**
 - 3. Violation of Labor Code §§ 1182.12, 1194, 1194.2, and §1197-98 (Failure to Pay Minimum Wages);**
 - 4. Violation of Labor Code § §510 and 1194, 1198 (Failure to Pay All Overtime Worked);**
 - 5. Violation of Labor Code §§ 204, 210 (Failure to Pay All Wages Earned);**
 - 6. Violation of Labor Code §§ 226, 1174, 1198.5, 2810.5 and 226, (Failure to Keep Records, Improper Wage Statements and Maintain Accurate Personnel and Payroll Records);**
 - 7. Violation of Labor Code §§ 201-203, 256 (Failure to Pay Wages Upon Separation);**
 - 8. Violation of Labor Code §§ 233, 234, 245, 246(a), 246.5, 248.1, 248.2, 248.5, 248.6 (Failure to Pay for Sick Days);**
 - 9. Violation of Labor Code § 2802 (Failure to Reimburse Business Expenses);**
 - 10. Violation of Labor Code §§1102-1102.5 (Retaliating Against "whistleblowing" Employees);**
 - 11. Violation of CA Labor Code § 6310 (Retaliatory termination);**
 - 12. Violation of CA Labor Code § 6311 (Dangerous work condition);**
 - 13. Violation of Applicable Wage Order;**
-

During the relevant timeframe, Defendants jointly employed Plaintiff as non-exempt hourly employee. Plaintiff was performing work at MARUCHAN per assignment by PRIORITYWORKFORCE, INC., however MARUCHAN was in charge of various working condition and also work schedule of Plaintiff and was the joint employer. Discovery will reveal if Maruchan was also responsible for the payment of wages by PriorityWorkforce.

Defendant PRIORITY WORKFORCE, INC., is operating an employee staffing company; hiring employees who will then be assigned to clients and placed for work on job sites of said clients.

Defendant MARUCHAN INC., is a company that produces Maruchan brand ramen and food products at its factory, in Irvine, Orange County, California.

During the relevant time frame, Plaintiff ALBERTO SANCHEZ RANGEL (Plaintiff) was employed by Defendant PRIORITYWORKFORCE, INC. working at Defendant MARUCHAN INC.'s Irvine location in various capacities, including as factory assembly line worker/production operator.

During the relevant timeframe, Defendants jointly employed Plaintiff as a non-exempt employee beginning on October 30, 2023 until he was wrongfully terminated on May 20, 2024. He worked five/six days per week including Sundays and his day(s) off varied every week. His work schedule

was from 6:00 p.m. until 6:00 a.m. Plaintiff's last hourly rate was \$17.50/hour. His last supervisor was "Christian."

Plaintiff was required to work about 12 hours every shift, but without a second meal break. His rest breaks were interrupted. He was not paid accurate wages for all the hours he worked. He was not paid any overtime or accurate overtime. He was not paid premium wages for missed rest breaks and meal breaks. He was not paid for his business expenses such as having to buy his own non-slippery tennis shoes (\$40.00 the pair), Plaintiff also had to use his own cellular phone to receive texts with instructions from Defendants; however, Defendants did not reimburse him for that.

Defendants wrongfully terminated Plaintiff from his employment on or about May 20, 2024. Plaintiff believes and contends he was terminated due to several reasons: 1) Plaintiff's work-related injuries to his back; (2) Plaintiff requesting time off and taking time off due to sickness; and, (3) Plaintiff's demands for statutory meal and rest breaks, which Defendants refused to provide.

Prior to May 20, 2024, and while performing his duties, positioning pallets with ramen soup cups on a stacker, Plaintiff hurt his back. He informed the incident to his supervisor; however, his supervisor did not fill out an injury report or provided Plaintiff with workers compensation claim forms. Defendants did not refer him to the workers' compensation insurer, if any, or offer to send him to a doctor or pay for any medical bills. Uninsured and with no financial means, Plaintiff relied on over the counter medications, rubs and other homeopathic to alleviate his symptoms. Following his injury, he continued to report his condition to supervisors Christian and Lupita and requested accommodations, just to hear that if he could not perform the job, then there was no work for him. On May 20, 2024, Plaintiff felt very sick with flu/cold like symptoms. As usual, he showed up for work, however as the time progressed, he became worse. It was around 11:00 pm. and while on his meal break, he texted Bella at Defendant PRIORITYWORKFORCE, INC. and advised her that he was very sick and needed to go home. Bella did not answer Plaintiff's text until the next morning, where she stated that she would need a doctor's note from Plaintiff. Plaintiff responded that he would provide it. The following day, Gabby, another employee at Defendant PRIORITY WORKFORCE, INC., told him to not show up for work anymore and directed him to go the on-site office to pick up his last check. On the same day Gabby handed Plaintiff his final check.

Plaintiff believes and contends that that the true reason Defendants chose to terminate his employment is due to his legitimate complaints about Defendants' violation of labor code. Plaintiff believes that Maruchan told PriorityWorkforce to terminate him since they did not want to deal with a sick and injured worker.

Defendants wrongfully terminated Plaintiff, but failed to tender his final paycheck with accurate dollar amounts, for all the hours worked, and without all the premium wages he was entitled to, within the timeframe prescribed by law. As such, Plaintiff is seeking his final paycheck, along with waiting time penalties.

During the relevant timeframe, Defendants failed to pay accurate overtime wages to Plaintiff at the legal rates.

Plaintiff was hired to work shifts of over four hours, but was not able to take full 10 minutes rest breaks

Specifically, Plaintiff contends, among other things, that Defendants required and/or suffered and permitted Plaintiff and the other Aggrieved Employees to perform work off-the-clock without compensation including, but not limited to, the time associated with off-the-clock calls and text messages, before and after hours meetings and conversations related to the employment and job duties, failed to pay overtime wages, including, but not limited to, the time associated with off-the-clock calls and text messages, and off-the-clock tasks as well as misclassifying overtime hours as regular hours, and deducting meal time when in fact Plaintiff and Aggrieved Employees had to work during the meal periods, failed to include, shift differentials, piece rate compensation, prevailing wages, fringe benefits, and other non-discretionary bonuses and incentive compensation when calculating and paying overtime, failed to provide timely and duty-free first meal periods within the first five (5) hours of Aggrieved Employees' shifts and failing to authorize and permit Aggrieved Employees who worked more than five (5) hours, but less than six (6) hours a meal period, failed to provide a second rest period on shifts worked in excess of six (6) hours, but less than eight (8) hours, failed to provide a second rest period when Aggrieved Employees worked more than eight (8) hours, failed to provide a third rest period when Aggrieved Employees worked shifts in excess of ten (10) hours a day, failed to allow employees to turn their radios off during meal and/or rest periods, failed to include shift differentials, incentive payments, prevailing wages, fringe benefits, and other non-discretionary bonuses, and piece rate compensation when calculating and paying meal/rest period premiums, failed to maintain accurate time records, since the actual working hours are not recorded by an accurate time recording device, but rounded by the Employer or employee is ordered to round the working hours to benefit the Employer, failed to timely pay all wages owed during employment, and failed to timely pay all wages owed upon separation.

Defendants have violated the requirements of the California Labor Code and applicable Wage Orders, which gives rise to penalties.

Employer also failed to provide expense reimbursement under Labor Code section 2802 for the use of cell phone.

Labor Code § 204 requires California employers to pay employees for all wages earned.

California Labor Code §§1194, 1197, 1197.1, 1198 and 1199 require minimum wage payments.

Plaintiff and Aggrieved Employees were not paid accurate wages for all the hours they worked. They were not paid accurate overtime. They were not paid premium wages for missed rest break and meal breaks. They were not paid for sick days. They were not paid for the business expenses.

Since Aggrieved Employees were working during the meal periods or the meal periods were interrupted, not only they should receive premium pay but also the 30 minutes which

was deducted from their pay should be added to their working hours and get paid as overtime.

Plaintiff and Aggrieved Employees were not reimbursed for business expenses. They had to use their own phone to communicate about work assignments and/or buy items, in order to perform their duties.

Defendants have implemented company-wide practices and/or policies, to require Aggrieved Employees to use their own mobile phones, without reimbursing them, to communicate with each other and the Defendants in order to perform their work tasks and duties. Plaintiff and Aggrieved Employees were not reimbursed for such expenses.

Defendants failed to maintain accurate payroll records, such that Plaintiff and Aggrieved Employees were given wage statements which were inaccurate and Plaintiff and Aggrieved Employees were not paid for all the wages and overtime compensation.

In 2013, the Legislature amended subdivision (e) of Labor Code section 226, adding language explaining that an “employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required” by subdivision (a) of that statute, and “the employee cannot promptly and easily determine from the wage statement alone one or more” of several of the required items, including total hours worked, all applicable hourly rates in effect, and the corresponding number of hours worked at each rate. (Lab. Code, § 226, subd. (e)(2)(B).) The amended statute further provides that “ ‘promptly and easily determine’ means a reasonable person would be able to readily ascertain the information without reference to other documents or information.” (Lab. Code, § 226, subd. (e)(2)(C).) This provision renders the inquiry an objective one; the amendment “clarifies that injury arises from defects in the wage statement, rather than from a showing that an individual experienced harm as a result of the defect.” (*Lubin, supra*, 5 Cal.App.5th at p. 959; see also *Garnett v. ADT, LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1133 [“Whether an employee suffered injury is based solely on the information provided on the wage statement.”].) Because the inquiry is objective, relying on whether a “reasonable person would be able to readily ascertain the information” (Lab. Code, § 226, subd. (e)(2)(C)), and not on whether any particular plaintiff could have, the inquiry now appears to be one easily amenable to common proof in a class action. (*Lubin*, at p. 959.)

Defendants failed to keep accurate records to document Plaintiff’s and Aggrieved Employee’s working hours and meal breaks. Recently the Supreme Court of California held that:

“Every employer shall keep accurate information with respect to each employee [¶] ... [¶] ... Meal periods ... shall also be recorded.”.) It is important that employers keep accurate records so that enforcement agencies can “ ‘adequately investigate and enforce’ a wage order’s meal period provisions.” (*Brinker*, at p. 1053, 139 Cal.Rptr.3d 315, 273 P.3d 513 (conc. opn. of Werdegar, J.)) Because time records are required to be accurate, it makes sense to apply a rebuttable presumption of

liability when records show noncompliant meal periods. If the records are accurate, then the records reflect an employer's true liability; applying the presumption would not adversely affect an employer that has complied with meal period requirements and has maintained accurate records. If the records are incomplete or inaccurate — for example, the records do not clearly indicate whether the employee chose to work during meal periods despite bona fide relief from duty — then the employer can offer evidence to rebut the presumption. It is appropriate to place the burden on the employer to plead and prove, as an affirmative defense, that it genuinely relieved employees from duty during meal periods. (*Ibid.*) “To place the burden elsewhere would offer an employer an incentive to avoid its recording duty and a potential windfall from the failure to record meal periods.” (*Id.* at p. 1053, fn. 1, 139 Cal.Rptr.3d 315, 273 P.3d 513.) “ ‘ “[W]here the employer has failed to keep records required by statute, the consequences for such failure should fall on the employer, not the employee.” ’ ” (*Ibid.*)

Donohue v. AMN Servs., LLC, (2021) 11 Cal. 5th 58, 76, 481 P.3d 661, 674

Plaintiff claims that because Defendants did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest and meal break, and failed to pay them overtime for all hours worked, the employees’ wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Defendants did not issue an accurate final paycheck to Plaintiff in accordance with the timeframes prescribed by law and Plaintiff is informed and believes that Defendants did not provide other Aggrieved Employees who separated from employment accurate final paychecks in accordance with the timeframes prescribed by law.

Plaintiff claims on his own behalf and also on behalf of all past and present Aggrieved Employees that he worked in excess of statutory hours per day and per week but did not receive compensation for all the hours worked and was not paid accurate overtime.

California Labor Code section 226.7 mandates that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. Further, Labor Code section 226.7 provides that if an employer fails to provide an employee a meal or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses, incentive pay, prevailing wages, fringe benefits, etc.

Based upon information and belief, to the extent Aggrieved Employees should or were paid bonuses, such as sign-on bonuses, or incentives, prevailing wages, fringe benefits, and those payments have not been included in regular rate of compensation for calculating meal

period and/or rest period premiums and has resulted in an underpayment of meal period and/or rest period premium wages.

Plaintiff is further informed and believes, and based thereon allege that Defendants failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide employees and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Moreover, Defendants failed to pay timely accurate paycheck upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who were fired or stopped working for the Defendants.

Defendants retaliate against employees for complaining about unsafe working conditions, or work practices, in their employment or place of employment. Plaintiff is legally protected from retaliation due to medical condition and disability due to a work injury. While employed by Defendants Plaintiff suffered work-related injuries to his back and requested medical treatment, to no avail. On May 20, 2024, he fell sick with cold/flu like symptoms and requested time off, and in the process, he was terminated. Defendant wrongfully terminated Plaintiff from his employment on or about May 20, 2024. Plaintiff contends he was wrongfully terminated against California Labor Code section 1102.5 which protects employees from retaliation for disclosing information that may violate a local, state, or federal law, rule, or regulation. This includes information that the employee has reason to believe discloses a violation. Section 1102.5(b) of the California Labor Code prohibits employers from retaliating against employees who disclose information to a government or law enforcement agency. This includes reports made by employees of a government agency to their employer. Plaintiff disclosed information to Defendants that he reasonably believed constituted a violation of various state law including the Fair Labor Standards Act. Plaintiff also complained about Defendants’ failure to pay Plaintiff for all of regular and overtime hours he worked and Defendants’ failure to allow him to take full rest break and full meal breaks. He also complained about incurring expenses without being reimbursed for them.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that Defendants violate CA Labor Code § 1102-1102.5.

Plaintiff claims on his own behalf and also on behalf of all past and present employees that Defendants violate CA Labor Code § 6310 which states in pertinent part:

(b) Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of employment by their employer because the employee has made a bona fide oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, their employer, or their representative, of unsafe working conditions, or work practices, in their employment or place of employment, or has participated in an employer-employee occupational health and safety committee, shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.

Plaintiff claims on his own behalf and also on behalf of all past and present Aggrieved Employees that Defendants violates CA Labor Code § 6311 which states in pertinent part:

No employee shall be laid off or discharged for refusing to perform work in the performance of which this code, including Section 6400, any occupational safety or health standard, or any safety order of the division or standards board will be violated, where the violation would create a real and apparent hazard to the employee or their fellow employees. Any employee who is laid off or discharged in violation of this section or is otherwise not paid because the employee refused to perform work in the performance of which this code, any occupational safety or health standard, or any safety order of the division or standards board will be violated and where the violation would create a real and apparent hazard to the employee or their fellow employees shall have a right of action for wages for the time the employee is without work as a result of the layoff or discharge.

Defendants retaliate against employees for refusing to perform work which would create a real and apparent hazard to the Plaintiff or his fellow employees. On May 20, 2024, Plaintiff was sick with cold/flu like symptoms and requested time off, and in the process, he was terminated. Here, Plaintiff was sick and he could not perform work safely and Defendants terminated him. He also was suffering from a work injury and hurt back.

When Plaintiff was terminated he had reported to Defendants that he was sick but was not allowed to take sick day. He was not paid for sick days. He was entitled to 80 hours of payment for COVID and was not paid which was in violation of California Labor Code § 246.5(c), Labor Code § 98.6, California Labor Code §§ 246.5, 233, 234.

Defendants failed to recognize and appropriately pay Plaintiff and other Aggrieved Employees for all sick hours earned and paid during the relevant period, as required by California Labor Code sections 246 and 233. Accordingly, Aggrieved Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Plaintiff claims that Defendants' conduct, as stated herein, including not keeping track of actual working hours and meal periods, not paying their Aggrieved Employees all wages owed, including wages for all hours worked, overtime, missed rest and meal breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, and not reimbursing business expenses, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through the attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiff and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiff, and all other past and present employees, our office will be filing a civil complaint against Defendant, alleging the above causes of action including PAGA claim and request damages pursuant to but not limited to the following labor code sections ***98.6, 201-205, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 227.3, 256, 233, 234, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 512, 551-553, 558, 558.1, 1102-1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1198-1199.5 and 2698-2699, 2699.5, 2802, 2810, 2810.5, 6310, 6311 and applicable IWC.***

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action against Defendants seeking, *inter alia*, PAGA penalties under Labor Code § 2699, to be brought by the Plaintiff on behalf of the Aggrieved Employees, as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the aggrieved employees. If Defendants are interested in attempting to resolve this matter, please contact us by **May 7, 2025**.

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel
Farrah Mirabel, Esq.