

ELECTRONICALLY FILED
Merced Superior Court
6/20/2025 8:00 AM
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Clerk of the Superior Court
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ASSIGNED FOR ALL PURPOSES
Judge: Jamieson, Stephanie

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7 *and Richard Alberto Jr.*
8 *and the Aggrieved Employees*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF MERCED

12 ANA R. ALBERTO, RICHARD ALBERTO
13 JR., individually, and on behalf of all other
14 aggrieved employees,

14 Plaintiffs,

15 v.

16 LIVINGSTON FARMERS ASSOCIATION, a
17 California business entity, and DOES 1
18 through 100, inclusive,

19 Defendants.

CASE NO.: 25CV-03564

**COMPLAINT FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

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This is a representative action brought by **ANA R. ALBERTO** and **RICHARD ALBERTO JR.** and, individually and on behalf of all other aggrieved employees (collectively “Plaintiffs”), relating to systemic violations of California wage and hour laws by their employer **LIVINGSTON FARMERS ASSOCIATION** (“Defendant Livingston”), a California business entity. Plaintiffs make the following allegations on information and belief, except as to allegations pertaining to Plaintiffs individually, which are based on their personal knowledge.

INTRODUCTION

1. Defendant Livingston is in the business of agricultural packaging and distribution, including the processing and handling of nuts and produce. Defendant is a private, for-profit business operating in the State of California.

2. As private, for-profit businesses, Defendant Livingston implemented common policies and practices that have resulted in systemic violations of California’s wage and hour laws. Defendant Livingston has failed to implement adequate practices to protect the rights of their employees, particularly in light of the nature of their business, which is to maximize profits.

3. Defendant Livingston attempts to maximize profits by, among other methods, understaffing its agricultural processing operations and overburdening its employees, resulting in systematic meal and rest period violations.

4. As a result of systematic policies and procedures, Defendant Livingston has violated California’s wage and hour laws promulgated in the California Labor Code and all applicable Industrial Welfare Commission (“IWC”) Wage Orders. For example, Defendant Livingston has implemented unlawful written policies with respect to meal and rest breaks. Defendant Livingston also requires its non-exempt employees, who are informed that the needs of the businesses take top priority, to work through meal and rest breaks, and to take untimely meal periods. Plaintiff and the other aggrieved employees were not allowed to take meal periods unless they worked six (6) hours or more. Moreover, Plaintiff and other aggrieved employees are not always afforded full thirty (30) minute meal periods and are often under pressure to return to work early since they are too busy to complete their assigned work during scheduled shifts. As a result, Plaintiff and other aggrieved

1 employees have been denied the ability to take the meal and rest breaks that they were and are
2 legally entitled to take.

3 5. Moreover, Defendant Livingston has uniformly failed to pay Plaintiffs and other
4 aggrieved employees proper overtime wages due the fact that they improperly calculate the regular
5 rate of pay and willfully turns a blind eye to off-the-clock work that Plaintiffs and other non-exempt
6 employees perform as a direct consequence of Defendant Livingston' understaffing and imposition
7 of an unreasonable workload.

8 6. This case involves all non-exempt employees of Defendant Livingston who have
9 worked for Defendant Livingston in the State of California during the applicable limitations period
10 ("Statute of Limitations Period"). Hereinafter, these employees are referred to as "Aggrieved
11 Employees."

12 7. Defendant Livingston failed to indemnify Plaintiffs and other aggrieved employees
13 for necessary business expenses incurred as a direct consequence of the discharge of their duties.
14 Specifically, Plaintiff Ana R. Alberto was required to use her personal cell phone to perform work-
15 related tasks, including coordinating timecard corrections, communicating with supervisors
16 regarding payroll processing, and assisting Spanish-speaking employees. Despite the business
17 necessity of these communications, Defendant Livingston did not reimburse her for the associated
18 costs.

19 8. Plaintiffs seek to recover penalties for the Labor and Workforce Development Agency
20 ("LWDA"), on behalf of themselves and all other similarly situated Aggrieved Employees under the
21 Private Attorneys General Act ("PAGA") as a result of Defendant Livingston' systematic violations
22 of the law.

23 **JURISDICTION AND VENUE**

24 9. The Superior Court of the State of California has jurisdiction in this matter because
25 Plaintiffs are citizens and residents of the State of California, and Defendant Livingston are
26 citizens and residents of, and/or regularly conduct business in, the State of California.

27 10. Venue is proper in this judicial district and the County of Merced, California because
28 Plaintiffs reside in the County of Merced and Defendant Livingston' violation of the California

1 Labor Code occurred in the County of Merced and many of Defendant Livingston unlawful actions
2 and omissions, as set alleged herein, occurred in the County of Merced.

3 11. Defendant Livingston employed Plaintiff and other aggrieved employees within the
4 State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other
5 aggrieved employees.

6 12. The State of California, County of Merced, has jurisdiction in this matter because the
7 individual claims are under the seventy-five thousand dollars (\$75,000.00) individual jurisdictional
8 threshold and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for federal
9 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based
10 solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil
11 Procedure and Rules of Court. Thus, the State of California, Merced County Superior Court
12 maintains the appropriate jurisdiction to hear this matter.

13 **THE PARTIES**

14 13. During the statute of limitations period, Plaintiffs were employed by Defendant
15 Livingston and assigned to work in the County of Merced in the state of California.

16 14. Plaintiffs are informed and believe, and thereon alleges, that Defendant Livingston,
17 and at all times relevant hereto was, a company organized and existing under the laws of the State
18 of California and licensed to do business in the State of California during a portion of or all of the
19 Statute of Limitations period.

20 15. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
21 Plaintiffs at this time, and Plaintiffs therefore sue such defendants under fictitious names. Plaintiffs
22 are informed and believe, and thereon alleges, that each defendant designated as a DOE is in some
23 manner highly responsible for the occurrences alleged herein, and that Plaintiffs and other aggrieved
24 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
25 DOE defendants. Plaintiffs will seek leave of the Court to amend this Complaint to allege the true
26 names and capacities of such DOE defendants when ascertained.

27 16. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
28 Livingston sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint

1 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendant
2 Livingston, and was acting, at least in part, within the course and scope of such employment and
3 agency, with the express and implied permission, consent and knowledge, approval and/or
4 ratification of the other Defendant Livingston. The above co-Defendant Livingston, managing
5 agents, and supervisors, aided, abetted, condoned, permitted, approved, authorized, and/or ratified
6 the unlawful acts described herein.

7 17. As a direct and proximate result of the unlawful actions of Defendant Livingston,
8 Plaintiffs and the other aggrieved employees have suffered and continue to suffer penalties in
9 amounts as yet unascertained but subject to proof at trial and within the jurisdiction of this Court.

10 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

11 18. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
12 California Labor Code §§ 2698-2699.5, Plaintiffs bring this action on behalf of themselves and all
13 other aggrieved employees, e.g., current and former non-exempt employees of Defendant Livingston
14 who are California citizens and performed work for Defendant Livingston in the State of California
15 at any time within the period beginning one (1) year prior to the filing of the Complaint in this
16 action, or as otherwise permitted under PAGA, and ending at the time this action settles or proceeds
17 to final judgment (“statute of limitations period”).

18 19. On April 14, 2025, Plaintiffs gave written notice by certified mail pursuant to
19 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
20 (“LWDA”) and Defendant Livingston, of the specific provisions of the California Labor Code and
21 IWC Wage Order alleged to have been violated, including the facts and theories to support the
22 alleged violations. Plaintiffs filed under LWDA Number: LWDA-CM-1092177-25. As Plaintiffs
23 have waited more than sixty-five (65) days from postmark date of their written notice before filing
24 this action, Plaintiffs have complied with all of the requirements set forth in California Labor Code §
25 2699.3 to commence a representative action under PAGA.

26 **FACTUAL ALLEGATIONS**

27 **Failure to Provide Required Meal Periods**

28 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

1 20. During the statute of limitations period, as part of Defendant Livingston' illegal
2 policies and practices to minimize labor costs and maximize corporate profits, Defendant Livingston
3 has required, permitted or otherwise suffered Plaintiffs and aggrieved employees to perform work
4 during their meal periods, to completely skip their meal periods, to take late and short meal periods,
5 and Defendant Livingston has otherwise failed to provide the required meal periods to Plaintiffs and
6 aggrieved employees as required under California Labor Code §§ 226.7, 512, 558 and § 11 of the
7 applicable IWC Order.

8 21. Defendant Livingston has implemented several practices that have caused Plaintiffs
9 and aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
10 Defendant Livingston systematically understaff their client locations such that its non-exempt
11 employees are given so much work to complete that they regularly miss or take non-compliant meal
12 periods. As a direct consequence of this understaffing, Plaintiffs and aggrieved employees have so
13 much work to complete within their scheduled shifts that they are forced to skip their meal periods
14 altogether, to take them after working longer than five (5) hours, to perform work during their meal
15 periods, or return to work after taking less than a thirty (30) minute meal period. Defendant
16 Livingston also did not properly notify their non-exempt employees of their rights under California
17 law to take timely, uninterrupted meal periods (including the right to second meal periods during
18 shifts of longer than ten (10) hours), and thus, aggrieved employees like Plaintiffs were left in the
19 dark as to when or for how long they could take their meal periods.

20 22. There are also frequently occasions when Plaintiffs and aggrieved employees need to
21 perform other duties immediately before the time during which they are legally entitled to take a
22 meal period. Pursuant to Defendant Livingston' policies, Plaintiffs and aggrieved employees cannot
23 simply drop their job duties to take a meal period. Consequently, Plaintiffs and aggrieved employees
24 regularly miss meal periods, take late meal periods, return early from meal periods, and even clock
25 out for meal periods but continue working.

26 23. Despite the foregoing, Defendant Livingston has implemented a policy and practice
27 of actively discouraging the issuance of meal period premium payments, and in the process,
28 Defendant Livingston has also violated California Labor Code §§ 226.7, § 11 of the applicable IWC

1 Wage Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*,
2 by failing to compensate Plaintiffs and aggrieved employees who were not authorized and permitted
3 to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the
4 proper regular rate of pay for each workday that such a meal period was not authorized or permitted.

5 **Failure to Provide Required Rest Breaks**

6 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

7 24. During the statute of limitations period, as part of Defendant Livingston' illegal
8 policies and practices to minimize labor costs and maximize corporate profits, Defendant Livingston
9 has failed to authorize and permit Plaintiffs and other aggrieved employees to take rest breaks as
10 required under California Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

11 25. The same common policies and practices that deprive Plaintiffs and other aggrieved
12 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
13 take their first and second and third rest breaks. As alleged herein, Defendant Livingston understaff
14 their client facilities which creates so much work for Plaintiffs and other aggrieved employees that
15 they are frequently unable to take rest breaks.

16 26. Defendant Livingston also violated California Labor Code § 226.7, § 12 of the
17 applicable IWC Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
18 17200 *et. seq.*, by failing to pay Plaintiffs and other aggrieved employees who were not provided
19 with a rest break, in accordance with the applicable wage order, one additional hour of compensation
20 at the proper regular rate of pay for each workday that a rest break was not provided.

21 **Failure to Pay Overtime Wages**

22 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

23 27. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
24 Order, Defendant Livingston are required to compensate Plaintiffs and other aggrieved employees
25 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
26 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
27 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess
28 of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the

1 seventh consecutive day of work in any workweek.

2 28. Plaintiffs and other aggrieved employees are current and former non-exempt
3 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
4 applicable IWC Order. During the statute of limitations period, Defendant Livingston has failed to
5 compensate Plaintiffs and other aggrieved employees for all overtime hours worked as required
6 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
7 methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
8 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
9 permitting or suffering Plaintiffs and other aggrieved employees to work off-the-clock, and to work
10 through meal and rest breaks, but not compensating them for this time, improperly calculating the
11 regular rate of pay based on shift differential and other remuneration, illegally rounding hours to the
12 benefit of Defendant Livingston, and other methods to be discovered.

13 29. In a short-sighted attempt to maximize profits, Defendant Livingston understaff the
14 facilities of their clients regarding janitorial services. Not only has this practice resulted in
15 widespread missed meal and rest breaks, but it has also caused Plaintiffs and other aggrieved
16 employees to perform work while off-the-clock. Defendant Livingston has actual or constructive
17 knowledge of this off-the-clock work and subtly condones it. Plaintiffs and other aggrieved
18 employees routinely arrive to work early to check so that they are prepared and ready to begin
19 performing their duties promptly at the start of their shifts, as they must be pursuant to Defendant
20 Livingston' requirements. Defendant Livingston know that Plaintiffs and other aggrieved employees
21 perform this work off-the-clock work.

22 30. Defendant Livingston has knowingly and willfully refused to perform its obligations
23 to compensate Plaintiffs and other aggrieved employees for all wages earned and all hours worked in
24 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

25 **Failure to Pay Minimum Wages**

26 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

27 31. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
28 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll

1 period is unlawful.

2 32. During the statute of limitations period, the hourly rates for Plaintiffs and other
3 aggrieved employees were precisely at California minimum wage. Based on this common practice,
4 Defendant failed to pay Plaintiffs and other aggrieved employees minimum wages for all hours worked
5 by requiring, permitting or suffering Plaintiffs and other aggrieved employees to work off the clock,
6 such as requiring them to work through meal and rest breaks but not compensating them for this time,
7 unlawfully rounding the hours worked by Plaintiffs and the other aggrieved employees resulting in the
8 underpayment of wages; failing to include this time in all hours worked, and other methods to be
9 discovered.

10 33. Defendant Livingston' conduct described herein violates Cal. Lab. Code §§ 1194,
11 1197, and § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned
12 violations, Plaintiffs and other aggrieved employees have been damaged in an amount according to
13 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any
14 other applicable law, Plaintiffs and other aggrieved employees are entitled to recover the unpaid
15 balance of wages owed to them by Defendant Livingston, plus interest, penalties, attorneys' fees,
16 expenses, and costs of suit.

17 **Failure to Timely Pay Wages During Employment**

18 [Cal. Lab. Code § 204]

19 34. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
20 15th days of any calendar month, Defendant Livingston are required to pay their nonexempt
21 employees between the 16th and 26th day of the month during which the labor was performed.
22 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days
23 of any calendar month, Defendant Livingston are required to pay their non-exempt employees between
24 the 1st and 10th day of the following calendar month. In addition, the California Labor Code § 204
25 provides that all wages earned for labor in excess of the normal work period shall be paid no later than
26 the payday of the next regular payroll period.

27 35. During the statute of limitations period, Defendant Livingston has knowingly and
28 willfully failed to timely pay Plaintiffs and other aggrieved employees all the wages for labor

1 performed by the next regular payroll period as required by California Labor Code § 204, including
2 but not limited to, compensation for missed meal and rest breaks, proper overtime wages due to an
3 unlawful calculation of the regular rate of pay, and for work performed off-the-clock.

4 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

5 **[Cal. Lab. Code §§ 201 - 203]**

6 36. Pursuant to California Labor Code § 201, 202 and 203, Defendant Livingston are
7 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
8 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
9 and unpaid at the time of discharge are due and payable immediately.

10 37. Furthermore, pursuant to California Labor Code § 202, Defendant Livingston are
11 required to pay all accrued wages due to an employee no later than 72 hours after the employee quits
12 his or her employment, unless the employee provided 72 hours previous notice of his or her intention
13 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

14 38. California Labor Code § 203 provides that if an employer willfully fails to pay, in
15 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
16 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
17 employee at the same rate for up to 30 workdays.

18 39. During the statute of limitations period, Defendant Livingston has willfully failed to
19 pay accrued wages and other compensation to Plaintiffs and other aggrieved employees in
20 accordance with California Labor Code §§ 201 and 202. Defendant Livingston do not have a
21 sufficient policy to provide Plaintiffs and other aggrieved employees with their final paychecks
22 within the timeframes required under California law. In addition, because Defendant Livingston has
23 failed and continue to fail to properly compensate Plaintiffs and other aggrieved employees for all
24 hours worked when due, overtime wages, and compensation for non-compliant meal and rest breaks,
25 Defendant Livingston has also willfully failed and continue to fail to pay accrued wages and other
26 compensation to Plaintiffs and other aggrieved employees in accordance with California Labor Code
27 §§ 201 and 202.

28 **Failure to Furnish Accurate Itemized Wage Statements**

1 **[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

2 40. During the statute of limitations period, Defendant Livingston has routinely failed to
3 provide Plaintiffs and other aggrieved employees with timely and accurate itemized wage statements.
4 Defendant Livingston' pay stubs violate Labor Code § 226 on their face by, among other things, failing
5 to state the name and address of the legal entity that was Plaintiffs and aggrieved employees'
6 employers. Derivatively, Defendant Livingston were and are not providing Plaintiffs and other
7 aggrieved employees with proper meal periods and rest breaks but intentionally fails to include in their
8 wage statements one (1) additional hour of compensation at their regular rates of pay for each non-
9 compliant meal periods or rest breaks, applicable rate of pay for sick leave, the regular rate of pay for
10 sick leave, and other California Labor Code violations yet to be discovered.

11 41. In order to conceal its wage theft, Defendant Livingston knowingly and intentionally
12 failed to provide Plaintiffs and other aggrieved employees with timely and accurate itemized wage
13 statements in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

14 42. Plaintiffs and other aggrieved employees suffered injury as a result of Defendant
15 Livingston' failure to provide timely and accurate itemized wage statements prevented them from
16 discovering the scope and extent of Defendant Livingston' violations of California wage and hour
17 laws, prevented them from being able to determine the gross wages earned, the total hours worked, all
18 deductions made, the net wages earned, the legal name and address of the employers, all applicable
19 hourly rates in effect during each pay period and the corresponding number of hours worked at each
20 hourly rate, the accurate rate of pay, available supplemental Covid-19 sick leave and amount taken,
21 and other violations yet to be discovered.

22 **Failure to Maintain Required Records**

23 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage Order]**

24 43. During the statute of limitations period, as part of Defendant Livingston' illegal
25 payroll policies and practices to deprive Plaintiffs and other aggrieved employees of all wages
26 earned and due, Defendant Livingston knowingly and intentionally failed to maintain records as
27 required under California Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order,
28 including but not limited to the following records: total daily hours worked by each employee;

1 applicable rates of pay; all deductions; meal periods; time records showing when each employee
2 begins and ends each work period; and accurate itemized statements. Defendant Livingston had
3 knowledge that they were not providing their non-exempt employees with proper meal and rest
4 periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation
5 for each missed meal and rest period. Defendant Livingston also illegally and inaccurately recorded
6 the time in which Plaintiffs and other aggrieved employees worked. Defendant Livingston has also
7 failed to maintain accurate, itemized wage statements, failed maintained records relating to
8 supplemental COVID-19 sick leave and the amounts taken as alleged above, and other violations of
9 the California Labor Code which have not been discovered.

10 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

11 **[Cal. Lab. Code § 2802]**

12 44. California Labor Code § 2802(a) requires an employer to indemnify an employee for
13 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
14 of his or her duties, or of his or her obedience to the directions of the employer.

15 45. During the Statute of Limitations period, and in violation of Labor Code § 2802,
16 Defendant Livingston failed to indemnify Plaintiffs and other aggrieved employees for necessary
17 business expenses incurred in direct consequence of the discharge of their duties. Specifically,
18 Plaintiff Ana R. Alberto was required to use her personal cell phone to perform work-related tasks,
19 including coordinating timecard corrections, communicating with supervisors regarding payroll
20 processing, and assisting Spanish-speaking employees. Despite the business necessity of these
21 communications, Defendant Livingston did not reimburse her for the associated costs.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

24 **[Cal. Lab. Code § 2698 *et seq.*]**

25 (On Behalf of Plaintiffs against Defendant)

26 48. Plaintiffs incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 48.

28 49. Plaintiffs are an “aggrieved employee” within the meaning of California Labor Code

1 § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current
2 and former non-exempt employees of Defendant Livingston pursuant to the procedures specified in
3 Labor Code § 2699.3, because Plaintiffs were employed by Defendant Livingston and one or more
4 of the alleged California Labor Code violations was committed against Plaintiffs during the statute
5 of limitations period.

6 50. Plaintiffs seeks to recover civil penalties through a representative action permitted by
7 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
8 class certification is not required.

9 51. A plaintiff has standing to represent all aggrieved employees for all of her asserted
10 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
11 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
12 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c)).”).
13 Here, Plaintiffs were not provided with a legally compliant wage statement pursuant to Labor Code
14 §226 since the legal name and address of the employer was not provided on Defendant Livingston
15 wage statements, Plaintiffs were not provided with nor was COVID-19 supplemental sick leave
16 listed on their wage statement, in addition to the meal and rest period and other California Labor
17 Code violations as alleged herein.

18 52. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiffs seek to recover civil
19 penalties from Defendant Livingston in a representative action for the violations set forth above,
20 including but not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7,
21 248.2, 248.6, 510, 512, 1174(d), 1194, 1197, ad 1198.

22 53. Pursuant to California Labor Code § 2699(a), Plaintiffs seek to recover civil penalties
23 for Defendant Livingston’ violations of California Labor Code provisions for which a civil penalty is
24 specifically provided, including but not limited to, the following:

- 25 a. Pursuant to California Labor Code § 210, for violations of California Labor
26 Code § 204, Defendant Livingston are subject to a civil penalty in the amount
27 of one hundred dollars (\$100) for the initial violation for each failure to pay
28 each employee, and two hundred dollars (\$200) per employee for violations in

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- subsequent pay periods.
- b. Pursuant to California Labor Code § 226.3, for violations of California Labor Code § 226(a), Defendant Livingston are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay periods.
- c. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendant Livingston are subject to a civil penalty of five hundred dollars (\$500).
- d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

54. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

55. Plaintiffs seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendant Livingston’ violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, and 1198.

56. Plaintiffs additionally seeks reasonable attorneys’ fees and costs pursuant to

1 California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs, individually and on behalf of all other aggrieved employees, prays
4 for relief against Defendant Livingston, as follows:

- 5 1. For civil penalties according to proof;
- 6 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
7 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
8 attorneys' fees and costs; and
- 9 3. For such further relief that the Court may deem just and proper.

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11 Dated: June 19, 2025

GUZMÁN & TOKAR LLP

12 By:  _____

13
14 Marcia Guzmán, Esq.
15 Victoria Tokar, Esq.
16 *Attorney for Plaintiffs Ana R. Alberto*
17 *and Richard Alberto Jr.*
18 *and the Aggrieved Employees*
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