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Situated Employees
9

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SANTA BARBARA**

12
13 IGNACIA MARIA LÓPEZ REYES on behalf
of herself, and those similarly situated,

14 Plaintiff,

15 vs.

16 SMITH PACKING, INC.; DIRECT
17 ADVANTAGE FARMS, LLC; GREENGATE
FRESH, LLLP; JV FARMS ORGANIC, LLC;
18 LOOMIS DISTRIBUTING, INC.; TRIANGLE
FARMS, INC.; 68 PRODUCE, LLC; and DOES
19 1 through 50, inclusive,

20 Defendants.
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ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
8/19/2025 11:22 AM
By: Erin Josie , Deputy

Case No. 25CV03885

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT**

1. Failure to Pay Contractual Wages;
2. Failure to Pay Nonproductive Time Separate from Piece-Rate;
3. Failure to Provide Rest Periods or Pay Additional Wages in Lieu Thereof;
4. Failure to Provide Meal Periods or Pay Additional Wages in Lieu Thereof;
5. Failure to Pay Minimum Wages;
6. Waiting Time Penalties;
7. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and
8. Violation of the Unfair Competition Law, California Business & Professions Code §§17200 *et seq.*;
9. Penalties under Cal. Labor Code § 2699 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Ignacia María López Reyes (“Plaintiff”) brings this action against Defendant Smith Packing, Inc. and Does 1-50 (“Defendants”) individually and on behalf of all other similarly situated individuals employed under common circumstances and facts. The allegations made in this Complaint are based on Plaintiff’s knowledge, except those allegations made on information and belief, which are based on the investigation of her counsel.

2. Plaintiff brings this class action on behalf of a class of workers currently or formerly employed by Defendants in California. Plaintiff seeks to vindicate the rights afforded to workers under California law, including the California Labor Code and Wage Orders, and California’s Unfair Competition Law (“UCL”).

3. This action arises out of Defendant’s failure to pay non-exempt employees all wages it owed them by failing to pay contractual wages for all hours worked, failing to pay for rest and recovery periods and other nonproductive time separate from any piece-rate compensation, failing to provide rest periods or pay premium wages in lieu thereof, failing to provide meal periods or pay premium wages in lieu thereof, and failing to pay minimum wages for all hours worked. As a result, Defendants failed to pay non-exempt employees, including Plaintiff and the class, all wages owed to them upon discharge (including seasonal layoffs) or resignation and failed to provide accurate, itemized wage statements in conformance with California law.

4. Plaintiff’s California Private Attorney General Act, Labor Code §§ 2698 *et seq.* (“PAGA”) claim is brought as an enforcement action on behalf of the State of California for penalties and other remedies to vindicate the rights of Plaintiff and other current or former employees (“Aggrieved Employees”), as expressly permitted by that statute. All PAGA administrative requirements will have been met for this purpose prior to service of this complaint.

5. Defendants employed Plaintiff, the class, and aggrieved employees directly.

6. Plaintiff is informed and believes and thereon alleges that each Defendant is responsible in some manner for the occurrences herein alleged, and that the damages herein

1 alleged were actually and proximately caused by each Defendant's conduct.

2 7. Plaintiff was a seasonal agricultural worker employed by Defendants to harvest,
3 wash, and load cabbage and other vegetables in Santa Barbara County.

4 8. The core violations Plaintiff alleges against Defendants for herself, the class, and
5 aggrieved employees are: (1) failure to pay contractual wages for all hours worked; (2) failure to
6 pay non-productive time separate from piece-rate; (3) failure to provide rest periods or provide
7 premium wages in lieu thereof; (4) failure to provide meal periods or provide premium wages in
8 lieu thereof; (5) failure to pay minimum wage for all hours worked; (6) failure to pay all wages
9 owed upon separation; (7) failure to provide accurate, itemized wage statement; and (8) violation
10 of the UCL.

11 9. Defendants have refused to pay all wages due and owed to Plaintiff, Class
12 Members, and aggrieved employees under the express provisions of the California Labor Code,
13 which, in turn, resulted in additional Labor Code violations entitling Plaintiff, the class, and
14 aggrieved employees to prompt payment of wages and penalties.

15 10. Plaintiff, for herself, and those she seeks to represent on a class basis, and those
16 whose rights she seeks to enforce on behalf of the State of California through her PAGA action,
17 also seek injunctive relief requiring Defendants to comply with all applicable California labor
18 laws and regulations in the future and preventing Defendants from engaging in and continuing to
19 engage in unlawful and unfair business practices. Plaintiff also seeks declaratory relief
20 enumerating Defendants' violations so Defendants and the public have clarity and guidance with
21 regards to Defendants' future employment practices.

22 **PARTIES**

24 11. Plaintiff is a resident of Monterey County, California. At all relevant times herein,
25 she has been employed directly or jointly by Defendants, as an employee on land owned, leased,
26 and/or operated in California, and has been employed by Defendants as a non-exempt employee.
27 Plaintiff was hired by Defendants to work in Santa Barbara County. During the relevant time
28 period, Plaintiff worked for Defendants in Santa Barbara County, performing services covered

1 by an applicable Wage Order during the Class Period. Ortiz suffered injury in fact and loss of
2 property because of Defendants' conduct described in this Complaint.

3 12. Plaintiff and the employees whom Plaintiff seeks to represent were regularly
4 subjected to, or had personal knowledge of, the violations described in this Complaint.

5 13. The following allegations as to Defendants are made on information and belief,
6 and are likely to have evidentiary support after a reasonable opportunity for further investigation
7 or discovery.

8 14. At all times relevant, Defendant Smith Packing, Inc. was a California Corporation
9 which conducts business in and around the district. On information and belief, Defendant Smith
10 Packing, Inc. has dozens of employees and provides employees in the agricultural industry. At
11 the core of Defendant Smith Packing, Inc.'s violations are: systematic failure to keep accurate
12 time and payroll records; failing to record rest and recovery periods separate from piece-rate
13 units, and/or failing to accurately calculate compensation for rest and recovery periods; failing to
14 record and compensate piece-rate workers for nonproductive time from piece-rate units;
15 requiring, suffering or permitting employees to perform unpaid work off-the-clock; failure to pay
16 minimum wage; refusing to provide proper meal or rest periods or to provide premium wages in
17 lieu thereof, and failing to provide accurate wage statements; and failing pay of all wages owed
18 upon separation from employment.

19 15. At all times relevant, Defendant Direct Advantage Farms, LLC, a California
20 limited liability company located in Salinas, California, owned, controlled, or operated a
21 business or establishment that contracted with Defendant Smith Packing to obtain workers, and
22 shares civil responsibility and civil liability as a client employer of Defendant Smith Packing for
23 the payment of wages to Plaintiff under California Labor Code section 2810.3(b)(1).

24 16. At all times relevant, Defendant GreenGate Fresh, LLLP, a limited partnership
25 registered in California and operating out of Yuma, Arizona, owned, controlled, or operated a
26 business or establishment that contracted with Defendant Smith Packing to obtain workers, and
27 shares civil responsibility and civil liability as a client employer of Defendant Smith Packing for
28 the payment of wages to Plaintiff under California Labor Code section 2810.3(b)(1).

1 17. At all times relevant, Defendant JV Farms Organic, LLC, a California limited
2 liability company located in Yuma, Arizona, owned, controlled, or operated a business or
3 establishment that contracted with Defendant Smith Packing to obtain workers, and shares civil
4 responsibility and civil liability as a client employer of Defendant Smith Packing for the payment
5 of wages to Plaintiff under California Labor Code section 2810.3(b)(1).

6 18. At all times relevant, Defendant Loomis Distributing, Inc., a California
7 corporation located in Arroyo Grande, California, owned, controlled, or operated a business or
8 establishment that contracted with Defendant Smith Packing to obtain workers, and shares civil
9 responsibility and civil liability as a client employer of Defendant Smith Packing for the payment
10 of wages to Plaintiff under California Labor Code section 2810.3(b)(1).

11 19. At all times relevant, Defendant Triangle Farms, Inc., a California corporation
12 located in Salinas, California, owned, controlled, or operated a business or establishment that
13 contracted with Defendant Smith Packing to obtain workers, and shares civil responsibility and
14 civil liability as a client employer of Defendant Smith Packing for the payment of wages to
15 Plaintiff under California Labor Code section 2810.3(b)(1).

16 20. At all times relevant, Defendant 68 Produce, LLC, a California limited liability
17 company located in Spreckles, California, owned, controlled, or operated a business or
18 establishment that contracted with Defendant Smith Packing to obtain workers, and shares civil
19 responsibility and civil liability as a client employer of Defendant Smith Packing for the payment
20 of wages to Plaintiff under California Labor Code section 2810.3(b)(1).

21 21. The acts and failures to act alleged herein were duly performed by and
22 attributable to all Defendants, each acting as a successor, agent, alter ego, employee, indirect
23 employer, joint employer, and/or integrated enterprise, at the direction and control of the others,
24 except as specifically alleged otherwise. Said acts and failures to act were within the scope of
25 such agency and/or employment, and each Defendant participated in, approved of, and/or ratified
26 the unlawful acts and omissions by the other Defendant complained of herein.

27 22. On information and belief, Plaintiff further asserts the damages herein alleged
28 were actually and proximately caused by each Defendants' conduct.

1 **JURISDICTION AND VENUE**

2 23. This case is subject to the jurisdiction of this court pursuant to the California
3 Labor Code, California Business and Professions Code, and California Code of Civil Procedure.
4 Defendants are entities, partnerships, businesses, and persons who reside in and/or conduct
5 business in the State of California and in this county.

6 24. Venue is proper in this judicial district because DEFENDANTS conduct business
7 in Santa Barbara County, California. In addition, venue in Santa Barbara County is proper
8 because many of Defendants' alleged violations arose in Santa Barbara County.

9
10 **FACTUAL ALLEGATIONS**

11 25. This is a Class Action pursuant to Section 382 of the California Code of Civil
12 Procedure to vindicate the rights afforded the class by California Labor Code §§ 201, 202, 203,
13 204, 210, 214, 216, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 512, 558.1, 1174, 1194,
14 1194.2, 1197, 1197.1, 1199, and California Business & Professions Code §§ 17200 *et seq.* and is
15 brought on behalf of Plaintiff and a Class comprised of all current and former non-exempt
16 employees of Defendants. The claims of this lawsuit spring from a pattern of Defendants'
17 misconduct and wrongdoing that is a characteristic of the labor system Defendants utilize, where
18 unpaid and improperly paid labor, as alleged herein, is a common business practice, and where
19 the employer externalizes the cost of business expenditures upon Defendants' employees.
20 Defendants' actions in this case demonstrate a systematic disregard for the rights afforded to
21 Plaintiff and the class under California wage and hour law. The following paragraphs detail
22 specific violations of law giving rise to this action.

23 26. For at least four years prior to the filing of this action and through to the present
24 (liability period for the UCL cause of action), Defendants have maintained and enforced against
25 Plaintiff and the class the following unlawful practices and policies in violation of California
26 wage and hour laws, including but not limited to:

- 1 a. failing to accurately calculate pay for rest and recovery periods and
2 failure to record and compensate for other nonproductive time
3 separate from any piece-rate compensation;
- 4 b. failing to document on itemized statements the total hours of
5 compensable rest and recovery periods and nonproductive time,
6 the rate of compensation, and the gross wages paid for those
7 periods and time during the pay period.
- 8 c. requiring Class Members, including Plaintiff, to work at least five
9 (5) hours without a timely, thirty-minute, uninterrupted meal
10 period, and failing to pay such employees one (1) hour of
11 additional wages at the employees' regular rate of compensation
12 for each workday that the meal period was not provided, in
13 violation of California law and policy;
- 14 d. failing to provide rest periods of at least ten consecutive minutes for
15 each four hours worked;
- 16 e. failing to pay minimum and overtime premium wages to Plaintiff
17 and the class by providing piece-rate compensation and failing to
18 accurately calculate compensation for rest and recovery periods,
19 and failure to record and compensate for nonproductive time
20 separate from piece-rate units;
- 21 f. failing to provide class members, including Plaintiff, with accurate
22 itemized wage statements in violation of California law and public
23 policy;
- 24 g. failing to pay to Class Members, including Plaintiff, all wages
25 owed including those for rest and meal periods, rest and recovery
26 time and all piece-rate work, as detailed above upon separation
27 from employment – whether voluntary or not – in violation of
28 California law and policy;

- h. failing to create or maintain accurate time-keeping records for Class Members, including Plaintiff, resulting in failure to accurately pay wages owed and provide accurate itemized wage statements, in violation of California law and public policy;
- i. failure to pay minimum or contractual wages for all hours worked and suffering Plaintiff and Class Members to perform work off-the-clock; and
- j. engaging in unfair competition in violation of the UCL, Bus. & Prof. §§17200 *et seq.*, as a result of failing to pay wages owed and generate and maintain accurate records as described above.

27. At all times relevant, Defendants paid Plaintiff and other similarly situated employees by “piece-rate.” In a piece-rate system, rest periods must be compensated separately and a “piece-rate compensation formula that does not compensate separately for rest periods does not comply with California minimum wage law.” *Bluford v. Safeway Stores, Inc.* 216 Cal.App.4th 864, 871 (2013).

28. Defendants failed to compensate for all “hours worked” within the meaning of the applicable IWC Wage Order and failed to pay overtime premium wages for work performed. This includes, but is not limited to, regular hours worked that were not compensated at minimum or agreed upon rates, failing to accurately calculate compensation for rest and recovery periods, failing to record and compensate non-productive time separate from piece-rate units, overtime hours worked that were either not compensated, or compensated at rates lower than the applicable overtime premium wage rate and/or without properly calculating the regular rate of pay for purposes of paying overtime, failure to pay rest and recovery periods and nonproductive time for piece-rate workers, and other activities. By its conduct, Defendants make clear they are intentionally and maliciously subverting California minimum wage requirements and California overtime wage requirements, resulting in loss of property to Plaintiff and the class as a result of Defendants’ payroll policies.

1 29. Under the timekeeping and record-keeping policies, Defendants willfully
2 provided inaccurate itemized wage statements that do not reflect all “hours worked” and wages
3 earned. Further, Defendants also failed to accurately calculate compensation for rest and
4 recovery periods and failed to record other nonproductive time separate from any piece-rate
5 compensation in violation of Labor Code § 226.2. As such, Defendants failed to maintain
6 accurate time-keeping record and wage statements.

7 30. Under their meal period policies, Defendants failed to provide employees: (a) at
8 least one (1) meal period prior to the fifth hour and/or two (2) meal periods for shifts greater than
9 ten hours, (b) net thirty-minute meal periods, and/or (c) timely meal periods. Further,
10 Defendants’ policy is to not pay the premium wages owed to workers for missed, incomplete,
11 and/or untimely meal periods.

12 31. Defendants failure to compensate non-exempt employees for all “hours worked,”
13 failure to authorize and permit requisite meal and failure to pay premium meal period wages,
14 failure to pay for all hours worked at the regular rate or required overtime premium rate, and
15 failure to pay wages at termination in addition to the other violations alleged above, during all
16 relevant times herein was intentional, willful, and deliberate.

17 32. On information and belief, Defendants were on notice of the improprieties alleged
18 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair
19 business practices.

20 33. Defendants have made it difficult to account with precision for the unlawfully
21 withheld wages due to Plaintiff and the class during all relevant times herein, because
22 Defendants did not fully implement and preserve a record-keeping method to accurately record
23 all hours worked and wages earned by their employees, or manipulated such record-keeping
24 method for Defendants’ advantage, in violation of California Labor Code §§ 226 and 1174(d),
25 and applicable IWC Wage Orders.

26 34. Defendants failed to comply with California Labor Code § 226(a) by failing to
27 itemize in wage statements all wages earned and by failing to accurately report total hours
28 worked by Plaintiff and members of the proposed Class. Plaintiff and Class Members are

1 therefore entitled to statutory penalties up to \$4,000 for each employee pursuant to Labor Code
2 § 226(e).

3 4 **CLASS ACTION ALLEGATIONS**

5 35. Plaintiff brings this action on behalf of herself and all others similarly situated as
6 a class action pursuant to Section 382 of the California Code of Civil Procedure because there is
7 a well-defined community of interest in litigation and the proposed class is easily ascertainable.
8 Plaintiff seeks to represent the following Class, composed of, and defined, as follows:

9 All non-exempt workers who are or have been employed by Defendants in the
10 State of California at any time within four (4) years prior to the filing of the
original complaint in this action and the final disposition of this action.

11 36. On information and belief, the legal and factual issues are common to and
12 affected all Class Members. Plaintiff may amend the above class definition as permitted or
13 required by this Court.

14 15 **NUMEROSITY**

16 37. The potential members of the Class as defined are so numerous that joinder of all
17 the members of the Class is impracticable. While the precise number of Class Members has not
18 been determined at this time, Plaintiff is informed and believes Defendants have employed
19 dozens of employees in the State of California. These employees have been affected by
20 Defendants' unlawful practices as alleged herein.

21 38. Upon information and belief, Plaintiff alleges Defendants' employment records
22 would provide information as to the number and location of all Class Members. Joinder of all
23 members of the proposed Class is not practicable.

24 25 **COMMONALITY**

26 39. There are questions of law and fact common to the Class predominating over any
27 questions affecting only individual Class Members. These common questions of law and fact
28 include, without limitation:

- 1 a. Whether Defendants violated §§ 17200 *et seq.* of the Business and
2 Professions Code by the violation of California labor laws;
- 3 b. Whether Defendants violated the California Labor Code and Wage
4 Orders as a result of the allegations described in this complaint;
- 5 c. Whether Defendants violated the California Labor Code and Wage
6 Orders by compensating Plaintiff and other Class Members at hourly
7 wage rates below (1) the minimum wage rate and (2) contractual wage
8 rate for all hour worked;
- 9 d. Whether Defendants violated the California Labor Code and Wage
10 Orders by failing to provide lawful meal and rest periods or
11 discouraging Plaintiff and Class Members from taking them and failing
12 to pay premium wages in lieu thereof, in violation of California law;
- 13 e. Whether Defendants violated the California Labor Code and Wage
14 Orders by failing to pay Plaintiff and other Class Members for rest and
15 recovery periods and other nonproductive time separate from any
16 piece-rate compensation;.
- 17 f. Whether Defendants violated the California Labor Code and Wage
18 Orders by failing to, among other things, maintain accurate records of
19 Plaintiff and other Class Members' earned wages, work periods, hours
20 worked, and wages earned;
- 21 g. Whether Defendants violated the California Labor Code and Wage
22 Orders by failing to pay all earned wages due and/or premium wages
23 due and owing at the time that the employment of any Class Members,
24 including Plaintiff, ended; and
- 25 h. Whether Plaintiff and other Class Members are entitled to restitution,
26 wages, statutory penalties, premium wages, declaratory and injunctive
27 relief, attorneys' fees, interest, and costs, and other relief pursuant to
28 the California Labor Code, applicable Wage Orders, and the UCL.

1 **TYPICALITY**

2 40. The claims of the named Plaintiff is typical of the claims of the Class. Plaintiff
3 and all members of the Class sustained injuries and damages arising out of, and were caused by,
4 Defendants' common course of conduct in violation of California laws, regulations, and statutes
5 as alleged herein.

6
7 **ADEQUACY OF REPRESENTATION**

8 41. Plaintiff will fairly and adequately represent and protect the interests of the
9 members of the Class. Counsel who represent Plaintiff are competent and experienced in
10 litigating large employment class actions.

11
12 **SUPERIORITY OF CLASS ACTION**

13 42. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
15 questions of law and fact common to the Class predominate over any questions affecting only
16 individual members of the Class. Each member of the proposed Class has been damaged and is
17 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
18 compensate Class Members for all wages earned and engaging in the unlawful practices herein
19 complained of and denying Class Members meal periods without legal compensation.

20 43. Class action treatment will allow those similarly situated persons to litigate their
21 claims in the manner that is most efficient and economical for the parties and the judicial system.
22 It is unlikely individual Class Members have any interest in individually controlling separate
23 actions in this case. Class Members' lack of knowledge of the legal system and limited economic
24 resources would deprive most Class Members of the practical opportunity to pursue their claims
25 were this class action not certified.

26 44. Plaintiff is unaware of any difficulties likely to be encountered in the management
27 of this action that would preclude its maintenance as a class action. The benefits of maintaining
28 this action on a class basis far outweigh any administrative burden in managing the class action.

1 Conducting the case as a class action would be far less burdensome than prosecuting numerous
2 individual actions.

3 **CLAIMS FOR RELIEF**

4 **FIRST CAUSE OF ACTION**

5 FAILURE TO PAY FOR ALL HOURS WORKED AT CONTRACTUAL OR
6 STATUTORY RATES
(CAL. LAB. CODE §§ 204, 218.5, 223, 1194 & APPLICABLE IWC WAGE ORDERS)
7 PLAINTIFF AGAINST ALL DEFENDANTS

8 45. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

9 46. Labor Code section 223 requires an employer to pay an employee the wage
10 designated by statute or contract, and California law requires payment of all wages due for "all
11 hours worked."

12 47. Pursuant to Labor Code section 223, it is unlawful to secretly pay a lower wage
13 while purporting to pay the wage designated by statute or by contract.

14 48. Plaintiff and, on information and belief, members of the class they seek to
15 represent are entitled to wages at rates designated by contract and statute that exceed the
16 California minimum wage.

17 49. Defendants have breached their agreement and refused to compensate
18 PLAINTIFF and, on information and belief, members of the class they seek to represent at the
19 required wage rates, in violation of the Labor Code and Wage Orders, including section 223 of
20 the Labor Code. By failing to pay wages at the required rate on at least a weekly basis,
21 DEFENDANTS have also violated Labor Code section 204 by failing to pay all earned wages in
22 a timely manner.

23 50. Plaintiff bring this cause of action under Labor Code section 218.5, authorizing a
24 private right of action for the nonpayment of wages.

25 51. Defendants have the ability to pay wages at the required rates for all "hours
26 worked," but have willfully refused to pay such wages with the intent to secure a discount upon
27 their indebtedness to Plaintiff and the class, as well as to annoy, harass, oppress, hinder, delay or
28 defraud Plaintiff and the Class. Defendants have secretly paid Plaintiff and the Class a lower
wage while purporting to pay the wage designated by statute, in violation of Labor Code § 223.

Defendants are therefore guilty of a misdemeanor, pursuant to Labor Code § 225, and are liable for penalties pursuant to Labor Code § 225.5.

52. WHEREFORE, Plaintiff and the Class are entitled to recover the unpaid wages, liquated damages in an amount equal to the wages unlawfully unpaid, interest thereon, reasonable attorneys' fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CLAIM FOR RELIEF
FAILURE TO RECORD AND COMPENSATE NONPRODUCTIVE TIME SEPARATE
FROM ANY PIECE-RATE COMPENSATION
(CAL. LAB. CODE § 226.2)
PLAINTIFF AGAINST ALL DEFENDANTS

53. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

54. Plaintiff and, on information and belief, the Class were compensated on a piece-rate basis during all pay periods.

55. Plaintiff and, on information and belief, the Class were not compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation as required by law.

56. Defendants failed to include on itemized statements, the total hours of compensable rest and recovery periods, the rate of compensation, and gross wages paid for those periods during the pay period.

57. Defendants failed to include on itemized statements, the total hours of other nonproductive time, the rate of compensation, and gross wages paid for that time during the pay period.

58. Defendants failed to compensate Plaintiff and, on information and belief, the Class, for rest and recovery periods at a regular hourly rate no less than the higher of an average hourly rate, or the applicable minimum wage.

59. California Labor Code §226.7 provides:

(a) For employees compensated on a piece-rate basis during a pay period, the following shall apply for that pay period:

(1) Employees shall be compensated for rest and recovery periods and other nonproductive time separate from any piece-rate compensation.

(2) The itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:

(A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

(B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.

(3)(A) Employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of:

(i) An average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.

(ii) The applicable minimum wage.

60. By failing to keep adequate time records required by § 226.2 of the Labor Code, Defendants have injured Plaintiff and the class and made it difficult to calculate rest and recovery and nonproductive time compensation due to Plaintiff and the class.

61. As a result of the unlawful acts of Defendants, Plaintiff and the class have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§ 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

62. Wherefore, Plaintiff and the class request relief as described herein and below.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS)
PLAINTIFF AGAINST ALL DEFENDANTS

63. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

64. Plaintiff alleges Defendants failed to provide proper rest periods.

1 65. Defendants failed to authorize and permit rest periods by failing to provide the
2 requisite number of breaks per shift and/or to allow net 10 minutes of rest, in violation of the
3 applicable Wage Orders and Labor Code § 226.7.

4 66. Rest periods were not voluntarily waived. Any express or implied waivers
5 obtained from Plaintiff and, on information and belief, current and former employees and
6 members of the Class they seek to represent, were not willfully obtained, were not voluntarily
7 agreed to, were a condition of employment, or were part of an unlawful contract of adhesion.

8 67. Defendants failed to pay additional wages for rest periods that were not provided.
9 Plaintiff and the Class they seek to represent are entitled to premium rest period wages pursuant
10 to Labor Code § 226.7.

11 68. WHEREFORE, Plaintiff and the Class she seeks to represent are entitled to
12 recover the full amount of their unpaid rest period wages and all related penalties and remedies.

13
14
15 **FOURTH CLAIM FOR RELIEF**
16 **FAILURE TO PROVIDE PROPER MEAL PERIODS**
17 **OR COMPENSATION IN LIEU THEREOF**
 (CAL. LAB. CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDERS)
 PLAINTIFF AGAINST ALL DEFENDANTS

18 69. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

19 70. Plaintiff and, on information and belief, the Class were not afforded timely meal
20 periods as required by California law, since they were routinely required to work five hours or
21 more without a timely, thirty minute, uninterrupted meal period, and they were not compensated
22 for missed meal periods.

23 71. California Labor Code §226.7 provides:

24 (a) No employer shall require any employee to work during any meal
25 or rest period mandated by an applicable order of the Industrial Welfare
Commission.

26 (b) If an employer fails to provide an employee a meal period or rest
27 period in accordance with an applicable order of the Industrial Welfare
Commission, the employer shall pay the employee one additional hour
28 of pay at the employee's regular rate of compensation for each work
day that the meal or rest period is not provided.

1 72. The applicable wage order issued by the Industrial Welfare Commission provides
2 with regards to meal periods:

3 (A) No employer shall employ any person for a work period of more than
4 five (5) hours without a meal period of not less than 30 minutes, except that
5 when a work period of not more than six (6) hours will complete the day's
6 work the meal period may be waived by mutual consent of the employer
7 and employee. Unless the employee is relieved of all duty during a 30-
8 minute meal period, the meal period shall be considered an "on duty" meal
9 period and counted as time worked. An "on duty meal period shall be
permitted only when the nature of the work prevents an employee from
being relieved of all duty and when by written agreement between the
parties an on-the-job paid meal period is agreed to. The written agreement
shall state that the employee may, in writing, revoke the agreement at any
time.

10 (B) If an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of this Order, the employer shall
pay the employee one (1) hour of pay at the employee's regular rate of
compensation for each work day that the meal period is not provided.

12
13 73. California Labor Code § 512 contains a similar provision. In this case, there was
14 no mutual waiver of meal periods and employees worked for periods of more than five hours
15 without an off-duty meal period of at least 30 minutes. As noted above, Defendants violated
16 California law by failing to provide timely meal periods mandated by Labor Code § 226.7 and
17 the applicable IWC Wage Order. As such, Defendants are liable for one hour of pay at the
18 employee's regular rate of compensation for each workday that meal periods were not provided.

19 74. As noted above, Defendants violated California law by failing to provide meal
20 periods mandated by Labor Code § 226.7 and the applicable IWC Wage Order, and by failing to
21 provide one hour pay at the employees' regular rate of compensation for each work day that the
22 meal period was not provided.

23 75. Plaintiff and the class did not voluntarily or willfully waive meal periods. Any
24 express or implied waivers obtained from Plaintiff and the class were not willfully obtained or
25 voluntarily agreed to, but rather were a condition of employment or part of an unlawful contract
26 of adhesion.

1 76. By failing to keep adequate time records required by §§ 226 and 1174(d) of the
2 Labor Code, Defendants have injured Plaintiff and the class and made it difficult to calculate the
3 unpaid meal period compensation due to Plaintiff and the class.

4 77. As a result of the unlawful acts of Defendants, Plaintiff and the class have been
5 deprived of wages in amounts to be determined at trial, and are entitled to recovery of such
6 amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§
7 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

8 78. Wherefore, Plaintiff and the class request relief as described herein and below.

9
10 **THIRD CAUSE OF ACTION**
11 **REST PERIOD VIOLATIONS**
 (CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS)
 PLAINTIFF AGAINST ALL DEFENDANTS

12 79. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

13 80. Plaintiff alleges Defendants failed to provide proper rest periods.

14 81. Defendants failed to authorize and permit rest periods by failing to provide the
15 requisite number of breaks per shift and/or to allow net 10 minutes of rest, in violation of the
16 applicable Wage Orders and Labor Code § 226.7.

17 82. Rest periods were not voluntarily waived. Any express or implied waivers
18 obtained from Plaintiff and, on information and belief, current and former employees and
19 members of the Class they seek to represent, were not willfully obtained, were not voluntarily
20 agreed to, were a condition of employment, or were part of an unlawful contract of adhesion.

21 83. Defendants failed to pay additional wages for rest periods that were not provided.
22 Plaintiff and the Class they seek to represent are entitled to premium rest period wages pursuant
23 to Labor Code § 226.7.

24 84. WHEREFORE, Plaintiff and the Class she seeks to represent are entitled to
25 recover the full amount of their unpaid rest period wages and all related penalties and remedies.

26
27 **FIFTH CLAIM FOR RELIEF**
 FAILURE TO PAY MINIMUM WAGES
28 (LABOR CODE §§ 1194, 1194.2, 1197(A) & APPLICABLE IWC WAGE ORDERS)
 PLAINTIFF AGAINST ALL DEFENDANTS

1 85. Plaintiff incorporate all preceding paragraphs as though fully set forth herein.

2 86. California Labor Code § 1197, which is entitled “Pay of Less Than Minimum
3 Wage,” states:

4 The minimum wage for employees fixed by the commission is the
5 minimum wage to be paid to employees, and the payment of a less
6 wage than the minimum so fixed is unlawful.

6 87. Defendants have failed to pay minimum wages for all hours worked. In particular,
7 Defendants failed to record and compensate piecework workers for nonproductive time separate
8 from piece-rate units and failed to accurately calculate compensation for rest and recovery
9 periods. Plaintiff and the class are consequently not paid for all hours worked. These practices,
10 among others, have resulted in Defendants not paying the minimum wage for all hours worked.
11 This violation of California minimum wage law was substantial and a main feature of
12 Defendants’ employment practices.

13 88. The Minimum Wage provisions of the California Labor Code are enforceable by
14 private civil action pursuant to California Labor Code §1194(a), which states:

15 Notwithstanding any agreement to work for a lesser wage, any
16 employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to
18 recover in a civil action the unpaid balance of the full amount of
19 this minimum wage or overtime compensation, including interest
20 thereon, reasonable attorney’s fees and costs of suit.

19 89. As such, Plaintiff and the class may bring this action for minimum wages,
20 interest, costs of suit, and attorney’s fees pursuant to California Labor Code § 1194(a).

21 90. As described in California Labor Code § 1194.2, any such action incorporates the
22 applicable wage order of the California Labor Commission.

23 91. California Labor Code § 1194.2 provides:

24 In any action under Section 1194 ... to recover wages because of
25 the payment of a wage less than the minimum wages fixed by an
26 order of the commission, an employee shall be entitled to recover
27 liquidated damages in an amount equal to the wages unlawfully
28 unpaid and interest thereon.

27 92. As described herein, this is an action under California Labor Code § 1194 to
28 recover wages on account of Defendants’ failure to pay minimum wages as described in

1 California Labor Code §§ 1197, 1194(a), 1194.2 and the applicable IWC Wage Order. Therefore,
2 Plaintiff and the class are also entitled to recover liquidated damages in an amount equal to the
3 wages unlawfully unpaid and interest thereon.

4 93. Wherefore, Plaintiff and the class request relief as described herein and below.

5
6 **SIXTH CLAIM FOR RELIEF**
7 **WAITING TIME PENALTIES**
(CAL. LAB. CODE §§ 201, 202, & 203)
8 PLAINTIFF AGAINST ALL DEFENDANTS

9 94. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

10 95. California Labor Code §§ 201 and 202 provide for immediate payment of all
11 wages owed at termination of employment.

12 96. As described above, Defendants failed to pay minimum, overtime, meal period
13 wages, and rest and recovery periods and other nonproductive time separate from any piece-rate
14 compensation; and failed to reimburse Plaintiff and the class for necessary expenses incurred in
15 purchasing gloves. Consequently, unpaid wages and monies have accumulated as a result of this
16 practice and Defendants' have failed to liquidate these unpaid wages upon separation from
17 employment, whether through voluntary resignation or involuntary termination, in violation of
18 California law.

19 97. Defendants have violated California Labor Code §§ 201 and/or 202 by failing to
20 pay Plaintiff and a substantial portion of the Class all the wages owed to them, because when
21 Plaintiff and a substantial portion of the Class left their employment with Defendants,
22 Defendants did not pay them the wages owed for rest and recovery periods and other
23 nonproductive time separate from any piece-rate compensation, missed meal periods, or for
24 unreimbursed expenses. This failure to pay wages owed was willful and, as such, Defendants are
25 liable for penalties under § 203 of the Labor Code.

26 98. California Labor Code § 203 provides:

27 If an employer willfully fails to pay, without abatement or reduction, in
28 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee
who is discharged or who quits, the wages of the employee shall continue as a

1 penalty from the due date thereof at the same rate until paid or until an action
2 therefore is commenced; but the wages shall not continue for more than 30 days.
3 An employee who secretes or absents himself or herself to avoid payment to him
4 or her, or who refuses to receive the payment when fully tendered to him or her,
5 including any penalty then accrued under this section, is not entitled to any benefit
6 under this section for the time during which he or she so avoids payment. Suit
7 may be filed for these penalties at any time before the expiration of the statute of
8 limitations on an action for the wages from which the penalties arise.

9 99. Defendants willfully failed to pay all wages due as the failure to pay was not
10 inadvertent or accidental. As a result, Plaintiff and the class are entitled to 30 days' wages. "30
11 days' wages" is calculated pursuant to California case law as 30 working days and not merely a
12 month's wages.

13 100. In calculating 30 days' wages pursuant to California Labor Code §203, Plaintiff
14 and the class are entitled to compensation for all forms of wages earned (even if not properly
15 paid), including, but not limited to, compensation for unprovided meal periods.

16 101. More than 30 working days have passed since Plaintiff and many members of the
17 Class have left Defendants' employment, and despite this, they have not received payment
18 pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all
19 wages, Plaintiff and the class are entitled to 30 days' wages as a penalty under Labor Code §203.

20 102. Wherefore, Plaintiff and the class seek the relief as described herein and below.

21 **SEVENTH CLAIM FOR RELIEF**
22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
23 **CAL. LAB. CODE §§ 226, 226.2 & IWC ORDER**
24 **PLAINTIFF AGAINST ALL DEFENDANTS**

25 103. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26 104. California Labor Code Section 226(a) states:

27 Every employer shall, semimonthly or at the time of each payment
28 of wages, furnish each of his or her employees, either as a
detachable part of the check, draft, or voucher paying the
employee's wages, or separately when wages are paid by personal
check or cash, an accurate itemized statement in writing showing
(1) gross wages earned, (2) total hours worked by the employee,
except for any employee whose compensation is solely based on a
salary and who is exempt from payment of overtime under
subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission, (3) the number of piece-rate units

1 earned and any applicable piece-rate if the employee is paid on a
2 piece-rate basis, (4) all deductions, provided that all deductions
3 made on written orders of the employee may be aggregated and
4 shown as one item, (5) net wages earned, (6) the inclusive dates of
5 the period for which the employee is paid, (7) the name of the
6 employee and his or her social security number, except that by
7 January 1, 2008, only the last four digits of his or her social
8 security number or an employee identification number other than a
9 social security number may be shown on the itemized statement,
10 (8) the name and address of the legal entity that is the employer,
11 and (9) all applicable hourly rates in effect during the pay period
12 and the corresponding number of hours worked at each hourly rate
13 by the employee. The deductions made from payments of wages
14 shall be recorded in ink or other indelible form, properly dated,
15 showing the month, day, and year, and a copy of the statement or a
16 record of the deductions shall be kept on file by the employer for at
17 least three years at the place of employment or at a central location
18 within the State of California.

11 105. Defendants have failed to provide Plaintiff and, on information and belief, Class
12 Members accurate itemized wage statements that include the gross wages earned, total hours
13 worked, piece-rates if any, rest and recovery period and other nonproductive time separate from
14 any piece-rate compensation, all deductions, net wages earned, pay period dates, name of
15 employee, name address of the legal entity that is the employer, and all applicable hourly rates in
16 effect during the pay period, as mandated by Labor Code §226 and applicable IWC Wage Order,
17 because such statements understate wages by failing to include those wages owed for unprovided
18 rest and meal periods and reimbursements of expenses.

19 106. Defendants have, in turn, violated California Labor Code § 226(a) by inaccurately
20 stating gross and net wages and other issues as described above.

21 107. Defendants have also violated California Labor Code § 226.2(a)(2) and (b) by
22 failing to separately state the total hours of compensable rest and recovery periods, the rate of
23 compensation and the gross wages paid for those periods during the pay period, and the total
24 hours of other nonproductive time, the rate of compensation, and the gross wages paid for that
25 time during the pay period.

26 108. By knowingly and intentionally failing to provide Plaintiff and Class Members
27 itemized wage statements in conformance with Labor Code § 226, Defendants have also violated
28 Labor Code § 226.6, which is a misdemeanor punishable by fine and/or prison.

109. California Labor Code § 226.6 states:

Any employer who knowingly and intentionally violates the provisions of Section 226 or 226.2, or any officer, agent, employee, fiduciary, or other person who has the control, receipt, custody, or disposal of, or pays, the wages due any employee, and who knowingly and intentionally participates or aids in the violation of any provision of Section 226 or 226.2 is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than one thousand dollars (\$1,000) or be imprisoned not to exceed one year, or both, at the discretion of the court. That fine or imprisonment, or both, shall be in addition to any other penalty provided by law.

110. Defendants have the ability to pay all wages due and have the ability to provide Plaintiff and the class accurate wage statements mandated by Labor Code § 226. But Defendants have willfully refused to pay and accurately state wages, intending to secure instead a discount upon their indebtedness to Plaintiff and the class, and intending to annoy harass, oppress, hinder, delay, or defraud Plaintiff and the class, in violation of California Labor Code § 226.6.

111. Defendants' violation of Labor Code § 226 also constitutes a predicate violation of California Business & Profession Code §§17200 *et seq.*

112. Wherefore, Plaintiff and the class request relief as described herein and below.

EIGHTH CLAIM FOR RELIEF
VIOLATION OF UNFAIR COMPETITION LAW
(CAL. BUS. & PRO. CODE §§ 17200 *et seq.*)
PLAINTIFF AGAINST ALL DEFENDANTS

113. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

114. On information and belief, and at all times relevant, Plaintiff alleges Defendants, by and through their policies and practices, engaged in unlawful activity prohibited by Business and Professions Code § 17200 *et seq.*, including the following:

- a. requiring Class Members, including Plaintiff, to work at least five (5) hours without a timely, thirty (30) minute, uninterrupted meal period, and failing to pay such employees one (1) hour of additional wages at the employees' regular rate of compensation for each workday that the meal period was not provided, in violation of California law and policy;

- 1 b. failure to provide ten minutes of consecutive uninterrupted rest
2 time for every four hours worked and failing to pay such
3 employees one (1) hour of additional wages at the employees’
4 regular rate of compensation for each workday that the rest
5 period was not provided, in violation of California law and
6 policy;
- 7 c. failure to pay minimum and contractual wages for all hours
8 worked by forcing Plaintiff and the class to work “off-the-
9 clock”;
- 10 d. failure to accurately calculate pay for rest and recovery period
11 and failure to record and compensate for other nonproductive
12 time separate from any piece-rate compensation;
- 13 e. failure to provide Class Members, including Plaintiff, with
14 accurate itemized wage statements in violation of California law
15 and public policy;
- 16 f. Failure to pay Class Members all wages owed at the time of
17 termination of employment in violation of California law and
18 public policy;
- 19 g. failure to pay to Class Members, including Plaintiff, all
20 minimum and owed, including those for meal periods and
21 reimbursements, as detailed above upon separation from
22 employment – whether voluntary or not – in violation of
23 California law and policy; and
- 24 h. failure to create or maintain accurate time-keeping records for
25 Class Members, including Plaintiff, resulting in failure to
26 accurately pay wages owed and provide accurate itemized wage
27 statements, in violation of California law and public policy.
28

1 115. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
2 unfair, and deceptive business practices, within the meaning of Business and Professions Code
3 §§ 17200 *et seq.* Plaintiff and, on information and belief, the Class they seek to represent, have
4 suffered injury in fact and have lost money or property as a result of such unfair competition.

5 116. Plaintiff and the class are entitled to an injunction and other equitable relief
6 against such unlawful practices to prevent future damage, for which there is no adequate remedy
7 at law, and to avoid a multiplicity of lawsuits.

8 117. As a result of their unlawful acts, Defendants have reaped and continue to reap
9 unfair benefits and unlawful profits at the expense of Plaintiff and the class. Defendants should
10 be enjoined from this activity and made to disgorge the ill-gotten gains and restore to Plaintiff
11 and Class Members the wrongfully withheld wages, pursuant to Business and Professions Code §
12 17203 and the penalties provision of § 17202.

13 118. Plaintiff are informed and believe, and thereon allege, Defendants have been and
14 continue to be unjustly enriched through false, fraudulent, unlawful, unfair, and deceptive
15 business practices as alleged throughout this Complaint. Plaintiff is further informed and believe,
16 and thereon allege, Plaintiff and Class Members are prejudiced by Defendants' unfair business
17 practices.

18 119. As a direct and proximate result of Defendants' unfair business practices,
19 Plaintiff, individually and on behalf of all employees similarly situated, is entitled to equitable
20 and injunctive relief, including full restitution and/or disgorgement of all wages which have been
21 unlawfully withheld from Plaintiff and the class as a result of the business acts and practices
22 described herein, and enjoinder of Defendants to cease and desist from engaging in the
23 practices described herein.

24 120. As a direct and proximate result of Defendants' unfair business practices, Plaintiff
25 and all Class Members are entitled, in accordance with Business and Professions Code § 17202,
26 to enforcement of penalties resulting from the business acts and practices described herein, and
27 entitled to enjoinder of Defendants to cease and desist from engaging in the practices described
28 herein.

1 121. On information and belief, the unlawful conduct alleged herein is continuing, and
2 there is no indication Defendants will cease such activity. Plaintiff alleges that, if Defendants are
3 not enjoined from the conduct set forth in this Complaint, they will continue their practice of
4 failing provide meal periods or compensation in lieu thereof, and failing to reimburse employees
5 for necessary expenses.

6 122. Wherefore, Plaintiff and the class request relief as described herein and below and
7 as deemed just and proper by this Court.

8
9 **NINTH CLAIM FOR RELIEF**
10 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**
 (Cal. Lab. Code §§ 2698 ET SEQ., § 558)
 (all PLAINTIFFs AGAINST ALL DEFENDANTS)

11 123. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

12 124. Plaintiff brings this claim for herself and other current and former employees, as
13 expressly authorized by the California Private Attorneys General Act of 2004, Labor Code
14 §§ 2699 et seq. (“PAGA”). PAGA is an enforcement action that empowers an aggrieved
15 employee to seek penalties on behalf of themselves, current and former employees and the State,
16 without the need to certify a class. For purposes of this claim only, therefore, Plaintiff brings this
17 claim to enforce the rights of herself and other current and former employees and need not
18 comply with Class Action Certification.

19 125. Plaintiff is an aggrieved employee as defined in Labor Code §2699(a). She brings
20 this cause on behalf of herself and other current or former aggrieved employees affected by the
21 labor law violations alleged in this Complaint.

22 126. The pre-lawsuit notice requirements set forth in Labor Code § 2699.3 have been
23 initiated by written notice by certified mail to Defendant and to the Labor and Workforce
24 Development Agency, detailing the Labor Code and IWC Wage Order violations averred herein.
25 The waiting requirements will be completed prior to service of the complaint.

26 127. Plaintiff seeks civil penalties as provided under applicable Labor Code sections
27 for violations of the Labor Code alleged herein pursuant to Labor Code § 2699(a). To the extent
28 that any violation alleged herein does not carry a penalty, Plaintiff seeks civil penalties pursuant

1 to Labor Code § 2699(f) for Plaintiff, other current or former employees, and the State for each
2 pay period in which they were aggrieved, in the amounts established by Labor Code § 2699.

3 128. Labor Code § 2699(f) provides:

4
5 For all provisions of this code except those for which a civil penalty is
6 specifically provided, there is established a civil penalty for a violation
7 of these provisions, as follows: . . . (2) If, at the time of the alleged
8 violation, the person employs one or more employees, the civil penalty
9 is one hundred dollars (\$100) for each aggrieved employee per pay
10 period for the initial violation and two hundred dollars (\$200) for each
11 aggrieved employee per pay period for each subsequent violation.

12 129. Plaintiff seeks civil penalties due from all Defendants on behalf of herself, other
13 aggrieved employees and the State, as provided by Labor Code § 2699(i), including but not
14 limited to, penalties and unpaid wages due pursuant to Labor Code § 558 and § 1197.1 as a result
15 of Defendants' violation of the provisions of the Labor Code and Wage Orders 8.

16 130. Defendants are liable as employers or persons acting on behalf of the employer(s)
17 pursuant to Labor Code § 558 and/or § 2810.3. Defendants created, authorized, implemented
18 and/or enforced the practices that violate the law and/or caused the violations complained of
19 herein. Defendants are therefore liable for penalties and wages pursuant to Labor Code § 558,
20 and/or because they are liable as a "client employer" under Labor Code § 2810.3.

21 131. All Defendants are liable to Plaintiffs and "other current or former employees and
22 the state" for the civil penalties arising from the violations alleged in this Complaint. Plaintiffs
23 are also entitled to an award of attorneys' fees and costs as set forth below.

24 132. Most of the predicate act violations which serve as the basis for this PAGA claim
25 (minimum wage and overtime violations, rest and meal period violations, and failure to
26 compensate for all "hours worked") relate to the non-payment of wages or violations of the IWC
27 Wage Orders that were posted at the worksite.

28 133. Plaintiff is aggrieved by Defendants' labor and payroll practices that:

- a. fail to compensate for all "hours worked";
- b. fail to compensate minimum and premium wages;

- c. inaccurately keep records of actual hours worked and wages earned;
- d. fail to provide timely and/or complete meal breaks, or premium wages in lieu thereof; and
- e. fail to reimburse employees for garments and equipment necessary for work;

134. WHEREFORE, Plaintiff requests relief as described herein and below and as deemed just and proper by this Court.

PRAYER FOR RELIEF

135. Wherefore, Plaintiff prays for judgment for Plaintiff, the class, and other current and former employees, as follows:

- a. That the Court determine this action may be maintained as a class action or actions;
- b. For compensatory damages including wages in an amount according to proof with interest thereon;
- c. For economic and/or special damages in an amount according to proof with interest thereon;
- d. For a declaratory judgment that each of the Defendants violated Plaintiff's and Class Members' rights under the California Labor Code and applicable IWC Wage Orders as set forth in the preceding paragraphs;
- e. That each of the Defendants be found to have engaged in unfair competition in violation of California Business and Professions Code § 17200 *et seq.*;
- f. That each of the Defendants be ordered and enjoined to make restitution to the Class due to their unfair competition, including disgorgement of their wrongfully-obtained revenues, earnings, profits, compensation, and

benefits, pursuant to California Business and Professions Code §§ 17203 and 17204;

g. That each of the Defendants be enjoined from continuing the unlawful or unfair competition in violation of § 17200 as alleged herein;

h. For declaratory relief for Defendants' violation of the California Labor Code and California Business and Professions Code;

i. That Defendants be enjoined from further acts of restraint of trade or unfair competition;

j. For premium wages pursuant to Labor Code §§ 226, 226.7, and 510;

k. For unpaid wages pursuant to California Labor Code § 1194 and liquidated damages pursuant to Labor Code § 1194.2;

l. Pursuant to PAGA, for all provisions of the Labor code violated as described above for which a civil penalty is specifically provided, civil penalties for each aggrieved employee as specifically provided by statute;

m. For all other relief available under PAGA;

n. For an order imposing all statutory and/or civil penalties provided by law, including but not limited to, penalties under Labor Code §§ 203, 210, 225.5, 226, 226.3, 226.7, 256, 512, 558, 1174.5, 1194, 1194.2, 1197.1, and 2802 relating to all facts alleged in the complaint;

o. An award to Plaintiff and the class Members of reasonable attorneys' fees, costs, and interest thereon pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6,

226, and 1194, the California Unfair Competition Law,
and/or other applicable law;

p. For such other and further relief as the court deems just and
proper pursuant to the procedures detailed in labor code §§
2698 *et seq.*;

q. For actual, incidental, and consequential damages for
breach of contract;

r. Injunctive relief;

s. Interest pursuant to California Labor Code § 218.6;

t. For all provisions of the labor code violated as described
above except those for which a civil penalty is specifically
provided, a civil penalty of 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; and For all provisions of the labor code violated
as described above for which a civil penalty is specifically
provided, civil penalties for each aggrieved employee as
specifically provided by statute.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of their claims and those of the Class by jury to the extent
authorized by law.

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1 Dated: August 19, 2025

MALLISON & MARTINEZ



By: _____

Stan S. Mallison
Hector R. Martinez
Cody A. Bolce
Cristina M. Mathews

Attorneys for Plaintiff and a Class of
Similarly Situated Employees