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and all others similarly situated and aggrieved

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County of San Diego
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MARIA MERCADO, an individual, on behalf
of herself and all others similarly situated and
aggrieved,

Plaintiff,

vs.

OWB PACKERS, LLC, a California Limited
Liability Company; ONE WORLD
VENTURES, LLC DBA ONE WORLD
BEEF, a California Limited Liability
Company; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 37-2022-00050243-CU-OE-CTL

**CLASS ACTION & PAGA REPRESENTATIVE
ACTION COMPLAINT**

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

DEMAND FOR JURY TRIAL

1 **CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiff MARIA MERCADO (“Plaintiff” or “MERCADO”), on behalf of herself and all others
3 similarly situated and aggrieved, by and through her attorneys, Shegerian & Associates, Inc., hereby files
4 this Class Action and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Complaint
5 against Defendants OWB PACKERS, LLC, a California Limited Liability Company and ONE WORLD
6 VENTURES, LLC doing business as ONE WORLD BEEF, a California Limited Liability Company;
7 and DOES 1 through 25 inclusive, (collectively, “Defendants”), and states as follows:

8
9 **I. INTRODUCTION**

10 1. Plaintiff brings this class and representative action on behalf of herself, on behalf of a
11 class defined as all current and former hourly non-exempt employees of OWB PACKERS, LLC and
12 ONE WORLD VENTURES, LLC dba ONE WORLD BEEF in California at any time during the Class
13 Period beginning December 14, 2018 through the present (“Class Period”), and on behalf of all Aggrieved
14 Persons who worked for Defendants as hourly, non-exempt employees in California at any time during
15 the period beginning one year prior to the PAGA letter (defined below) through the present (“PAGA
16 Period”).

17 2. This is also an enforcement action under the Labor Code Private Attorneys General Act
18 of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil penalties and any other
19 available relief on behalf of Plaintiff, the State of California, and other current and former employees
20 who work or worked for Defendants in California as non-exempt, hourly employees and who received at
21 least one wage statement during their employment, and against whom one or more violations of any
22 provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days
23 of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set
24 forth in this complaint (“Aggrieved Employees”), at any time between one year and 65 days prior to the
25 filing of this complaint (i.e., October 7, 2022) until judgment (the “PAGA Period”). Plaintiff’s share of
26 civil penalties sought in this action does not exceed \$75,000.

27 3. Defendants own and operate a 24-hour meat processing and packaging plant in Brawley,
28 California in San Diego County. Defendants’ employees slaughter livestock sourced from its own farms

1 and then process, butcher, and package the meat. Defendants the sell the meat wholesale to grocers.

2 4. Defendants' policy and practice is to deny earned wages, including premium and overtime
3 pay, to their nonexempt employees at Defendants' location in Brawley, California. Defendants do not
4 provide their employees with legally compliant meal periods and rest breaks nor premium pay in lieu
5 thereof. Additionally, Defendants require their employees to be present and to perform work
6 uncompensated in excess of eight hours per day and/or 40 hours per work week by mandating that these
7 employees perform various forms of compensable work off-the-clock including, but not limited to,
8 waiting in lines to submit to security metal detector searches and safety temperature checks before
9 entering the facility, donning uniforms and equipment prior to clocking in for their shifts, doffing and
10 then donning uniforms and equipment during rest breaks and also meal periods, and, finally, doffing
11 uniforms after clocking out at the end of their shifts. Likewise, Defendants do not provide minimum
12 wages and overtime pay for this off-the-clock time. Plaintiff estimates employees' wait time to enter the
13 facility and submit to searches/checks is several minutes and submits that this is a daily practice all
14 hourly, nonexempt employees must follow. These off-the-clock waiting periods exist for the sole benefit
15 of Defendants and occurred frequently and regularly at Defendants' location in California. This illegal
16 practice has been in effect by Defendants since at least the start of the Class Period.

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

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

25 7. Plaintiff brings a class action under the California Code of Civil Procedure section 382
26 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for
27 failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid
28 minimum wages, unpaid overtime wages, failing to provide timely and accurate wage statements, waiting

1 time penalties, and other related penalties and damages under the California Labor Code and California
2 Business & Professions Code.

3 **II. JURISDICTION AND VENUE**

4 8. This Court has jurisdiction over this matter because Defendants are licensed to do
5 business in California, regularly conduct business in California, and committed and continue to commit
6 the unlawful acts alleged herein in California.

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

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

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

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

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III. PARTIES

13. Plaintiff MARIA MERCADO (“Plaintiff” or “Plaintiff MERCADO”) is a resident of Calexico, California. Defendants employed Plaintiff MERCADO as an hourly-paid, non-exempt employee for approximately 2.7 years from August 22, 2019 through April 29, 2022. In August 2019, she began working for Defendants as a Butcher until approximately September 2020 when she began working in the position of Packer, which she held until approximately April 29, 2022. During her employment, Plaintiff MERCADO worked at Defendants’ location in Brawley, California located at 57 Shank Road, Brawley, California 92227. Plaintiff MERCADO typically worked five days per week for 10 or more hours per day and about fifty (50) hours per week. At the time Plaintiff MERCADO’S employment ended, she was earning \$15.50 per hour.

14. Defendant OWB PACKERS, LLC is, on information and belief, a California Limited Liability Company doing business in California, with its principal place of business in Brawley, California, located at 57 Shank Road, Brawley, California 92227, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, and/or the various states of the United States of America. OWB PACKERS, LLC maintains livestock on its farms that it slaughters, processes, butchers, packages, and sells wholesale to grocers.¹

15. Defendant ONE WORLD VENTURES, LLC, doing business as ONE WORLD BEEF is, on information and belief, a California Limited Liability Company doing business in California, with its principal place of business in Solana Beach, California at 512 Via de la Valle, Suite 310, Solana Beach, California 92075, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. ONE WORLD VENTURES, LLC maintains a single plant location in San Diego County (Brawley) and directs its operations from its Solana Beach headquarters. Per its website, “One World Beef is an alliance of quality brands including Brandt Beef, Imperial Valley Ranches, Brawley Beef, Baja Beef, Peter’s Farm Veal, Apeldoorn Veal, and Kagoshima

¹ <https://www.owbpackers.com/our-services.html> (last accessed December 14, 2022).

1 Beef, and is the sole connection for international restaurants, chefs and distributors looking to provide
2 exquisite American beef from Brandt Beef to discerning customers.”²

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

5 17. The practices and policies which are complained of by way of this Complaint are
6 enforced throughout the State of California, including San Diego County.

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

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

23 19. At all times relevant herein, Defendants own and operate a 24-hour meat processing
24 plant in Brawley, California in San Diego County. Defendants’ employees slaughter meat sourced
25 from its own farms. These employees then process, butcher, and package the meat for Defendants to
26 sell wholesale to grocers.

27 _____
28 ² <https://www.oneworldbeef.com/contact-us/> (last accessed December 14, 2022).

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

15 21. Upon information and belief, Defendants’ corporate records, business records, data, and
16 other information related to Defendants, including, in particular, HR records pertaining to Defendants’
17 California employees, are also maintained at Defendants’ operations headquarters in Solana Beach,
18 California.

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

22 23. At all times relevant herein, Plaintiff was employed by Defendants as an hourly,
23 nonexempt employee in the positions of Butcher and Packer in California during the Class Period.

24 24. At all times relevant herein, Plaintiff and Class Members were assigned to and required
25 and permitted to work without pay while performing tasks including, but not limited to: waiting in line
26 to submit to entry-point security metal detectors and safety temperature checks all prior to entering the
27 facility; donning and doffing a special protective uniform and equipment prior to clocking in, during
28 their meal periods and rest breaks, and at the end of their shifts. Employees’ uniforms and equipment

1 included three sets of gloves, plastic boots, a white coat, helmet, ear plugs, and facemask. Plaintiff and
2 Class Members were not properly compensated for this work.

3 25. Similarly, Plaintiff and Class Members clock out at the end of their shifts and then doff
4 their uniforms. Defendants do not compensate Plaintiff and Class Members for this compensable time
5 worked off the clock.

6 26. At all times relevant herein, Plaintiff and Class Members were assigned to and required
7 to work for periods lasting in excess of five hours and were not authorized nor permitted to take full-
8 length 30-minute, uninterrupted, off-duty meal periods. Plaintiff and Class Members were required to
9 perform compensable work during their meal periods in the form of both doffing special protective
10 uniforms and equipment to begin their meal period and then donning it again to return to work after their
11 meal period. As a result, Defendants did not authorize and permit Plaintiff and Class Members to take
12 full 30-minute meal periods. Furthermore, the fixed time Defendants compensated Plaintiff and Class
13 Members was inadequate to fully account for donning/doffing time. Accordingly, a portion of Plaintiff's
14 and Class Members' meal periods were on-duty for which Defendants failed to compensate Plaintiff and
15 Class Members with (1) premium pay for meal periods under 30 minutes and (2) the time worked that
16 was on-duty during these meal periods.

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

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

22 29. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class
23 Members to take full, net 10-minute rest breaks during the Class Period. At the direction of Defendants
24 and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members routinely worked part of
25 their 10-minute rest breaks doffing and then donning their uniforms and equipment. Accordingly, all
26 rest breaks were not a complete 10 minutes. Consequently, Defendants should have compensated
27 Plaintiff and Class Members with premium pay for noncompliant rest breaks, but failed to do so.
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1 30. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours
2 per workday or 40 hours per work week. Defendants failed to pay for all hours worked in excess of
3 eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime
4 by underreporting Plaintiff's and Class Members' total hours worked. Defendants failed to pay current
5 and former hourly, nonexempt employees one and one-half times (1½) their regular rate of pay for hours
6 worked in excess of eight hours per day or 40 hours per workweek. Defendants also failed to pay their
7 employees at a rate no less than twice the regular rate of pay for work in excess of 12 hours in one day
8 or for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek.

9 31. During the Class Period, Defendants require their hourly, nonexempt employees to
10 perform compensable work while off the clock, which is not recorded nor subsequently added and
11 remains unpaid. Accordingly, during the Class Period, Defendants did not provide minimum wages and
12 overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

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

19 33. Supervisors employed by Defendants, including Plaintiff's location, had knowledge of
20 and required Plaintiff to perform compensable work before entering the facility prior to their shifts,
21 during meal periods and rest breaks, and at the end of their shifts. Supervisors throughout California
22 were aware that Plaintiff and others similarly situated were performing work during these times without
23 proper wages or overtime compensation.

24 34. In light of Defendants' failure to record employees' off-the-clock time that employees
25 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
26 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,
27 employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed
28

1 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked
2 and all rates in effect during the pay period.

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

5 36. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all
6 hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
7 accordance with law and, because Class Members worked shifts over eight hours in duration, Defendants
8 also did not pay them all overtime wages in accordance with law.

9 37. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages
10 including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the
11 Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed
12 every pay period, failing to provide timely and accurate wage statements, failing to pay all wages owed
13 upon separation, and unfair competition.

14 38. Plaintiff has complied with the procedures for bringing suit specified in California Labor
15 Code section 2699.3. By letter dated October 7, 2022, Plaintiff gave written notice by certified mail to
16 the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific provisions
17 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations.

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

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

23 40. Plaintiff brings her first through eighth causes of action on behalf of herself and on behalf
24 of the following Class³ of persons:

25 All current and former hourly non-exempt employees of OWB PACKERS,
26 LLC and/or ONE WORLD VENTURES, LLC dba ONE WORLD BEEF

27 ³ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description
28 with greater particularity or further division into subclasses or limitation to particular issues.

1 in California at any time during the Class Period through the present.

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

6 42. Numerosity and Ascertainability. The size of the Class makes a class action both
7 necessary and efficient. On information and belief, the proposed Class includes hundreds of current and
8 former employees at Defendants' locations in California. Members of the Class are ascertainable through
9 Defendants' records but are so numerous that joinder of all individual Class Members would be
10 impractical.

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

- 14 a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
- 15 b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour
16 worked or part thereof during which they were required to perform acts at the direction and
17 for the benefit of Defendants;
- 18 c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the
19 members of the Class who worked as hourly, nonexempt employees in California for the total
20 hours worked during the Class Period;
- 21 d. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the
22 members of the Class who worked as hourly, nonexempt employees in California for
23 undergoing security/safety checks prior to entering the facility and clocking in;
- 24 e. Whether Defendants have engaged in a common course of requiring or permitting their
25 hourly, nonexempt employees to not report all hours worked during the Class Period;
- 26 f. Whether Defendants have engaged in a common course of failing to maintain true and
27 accurate time records for all hours worked by their nonexempt employees;

- 1 g. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a
2 pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiff
3 and members of the Class who worked as hourly, nonexempt employees in California during
4 the Class Period;
- 5 h. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
6 of the Class who worked as hourly, nonexempt employees in California during the Class
7 Period from taking full-length off-duty, 30-minute meal periods because of donning and
8 doffing time at the start and end of the 30-minute period;
- 9 i. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members
10 of the Class who worked as hourly, nonexempt employees in California during the Class
11 Period from taking full-length off-duty, 30-minute meal periods for their second meal periods
12 for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal
13 periods were not waived by mutual consent;
- 14 j. Whether Defendants engaged in a pattern or practice of failing to properly compensate
15 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
16 California during the Class Period for missed, untimely, or on-duty meal periods as required
17 by California law;
- 18 k. Whether Defendants violated section 11 of the applicable California Industrial Welfare
19 Commission's ("IWC") Wage Order(s) by failing to provide Plaintiff and the members of the
20 Class who worked as hourly, nonexempt employees in California during the Class Period with
21 timely, off-duty, 30-minute meal periods;
- 22 l. Whether Defendants engaged in an unfair practice and violated California Business and
23 Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of
24 the Class who worked as hourly, nonexempt employees in California during the Class Period
25 with their statutory, off-duty, meal periods;
- 26 m. Whether Defendants maintained accurate time records of off-duty, 30-minute meal periods
27 taken by Plaintiff and members of the Class during the Class Period in accordance with section
28 7 of the applicable IWC Wage Order(s);

- 1 n. Whether Defendants engaged in a pattern or practice of failing to properly compensate
2 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
3 California during the Class Period for failing to provide full-length 10-minute rest breaks as
4 contemplated by California law for work periods in excess of four hours;
- 5 o. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable
6 IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute,
7 uninterrupted rest breaks as contemplated by California law for work periods in excess of four
8 hours;
- 9 p. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
10 overtime pay to Plaintiff and the Class for hours worked in excess of eight hours in a day;
- 11 q. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
12 double time for hours worked in excess of 12 hours in a day;
- 13 r. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
14 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked
15 in excess of eight hours in a day;
- 16 s. Whether Defendants violated section 510 of the Labor Code and/or section 3 of the applicable
17 IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight
18 hours worked in a day on the seventh consecutive day in a workweek and double time for all
19 hours worked in excess of eight hours on such days;
- 20 t. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure
21 to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and
22 members of the Class to perform for the benefit of Defendants;
- 23 u. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
24 statements to Plaintiff and members of the Class that failed to include payments for missed,
25 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- 26 v. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
27 to Plaintiff and members of the Class that failed to accurately state the total hours worked and
28 therefore, the total gross and net wages owed, to the detriment of Plaintiff and the Class;

1 w. Whether Defendants have engaged in a common course of failing to pay nonexempt
2 employees all wages due upon termination;

3 x. Whether Defendants have engaged in unfair competition by the above-listed conduct; and

4 y. The nature and extent of class-wide injury and the measure of damages for the injury.

5 44. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
6 members of the Class working for Defendants in California, was subjected to Defendants' policy and
7 practice of refusing to properly and fully pay overtime in violation of California wage and hour laws.
8 Plaintiff's job duties were and are typical of those of other class members who worked for Defendants in
9 California.

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

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

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1 **VI. FIRST CAUSE OF ACTION**

2 **Failure to Provide Meal Periods**

3 **in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 13-2001, § 11**

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

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

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

10 49. IWC Wage Order No. 13-2001 (11)(A) provides, in pertinent part: “No employer shall
11 employ any person for a work period of more than five (5) hours without a meal period of not less than
12 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work
13 the meal period may be waived by mutual consent of the employer and the employee.”

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

22 51. As alleged herein, Defendants failed to authorize and permit timely, uninterrupted meal
23 periods during the Class Period. Defendants failed to record meal periods during the Class Period and
24 either falsified these times or did not record them at all but still deducted from Plaintiff’s and the Class’s
25 time worked 30 minutes for meal periods they did not take. Defendants automatically deducted 30
26 minutes from Plaintiff and Class Members’ gross hours without ensuring 30 minutes were actually
27 provided. Plaintiff and members of the Class were routinely required to work without a full 30-minute
28 meal period at the direction of Defendants and/or with Defendants’ knowledge and acquiescence, because

1 the time that Plaintiff and members of the Class had to spend donning and doffing equipment was both
2 off the clock and, therefore, not compensated and also meant Plaintiff and Class Members did not receive
3 a full 30 minutes for their meal periods. Defendants' uniform adoption of the 30-minute auto-deduct
4 policy also prevented Plaintiff and Class Members from being relieved of all duties to take meal periods.
5 The combination of Defendants' 30-minute auto-deduct policy and requirement for employees to don
6 and doff their uniform and equipment during their meal period impeded and prevented Plaintiff and other
7 Class Members from taking timely, uninterrupted meal periods. As a result, Plaintiff and Class Members
8 were not relieved of their duties such that they could take duty-free meal periods and thus had to work
9 during some of their meal periods. For example, Plaintiff frequently worked a majority of her 10-hour
10 shift with no one to relieve her for a meal period, at least not until after having worked over five (5)
11 consecutive hours into her shift. Because employees were required to don and doff their uniform and
12 equipment during their meal periods, Plaintiff had to perform compensable work during a significant
13 portion of her meal period and, therefore, was not relieved of her duties to take compliant meal periods.

14 52. Defendants also did not schedule second meal periods and had no policy for permitting
15 and authorizing Plaintiff and other employees to take second 30-minute meal periods on days they
16 worked in excess of 10 hours in one day. For example, during her employment, Plaintiff regularly worked
17 over 10 hours in a day but did not receive a second complaint meal period on those days, nor did she
18 consent to waiving them. Because of Defendants' companywide practice of denying hourly, nonexempt
19 employees second 30-minute meal periods, Plaintiff and other Class Members were not relieved of all
20 duties such that they could take full-length second 30-minute meal periods and instead had to work during
21 a portion of that time allotted for meal periods. Accordingly, Defendants failed to provide all meal
22 periods in violation of California Labor Code sections 226.7 and 512. Defendants knew or should have
23 known that their companywide adoption of the requirement that employees skip their meal period without
24 executing waivers to do so would result in a failure to provide Plaintiff and other Class Members with
25 full and timely meal periods as required by the applicable IWC Wage Order(s) and Labor Code sections
26 226.7 and 512(a). Furthermore, Plaintiff and other Class Members did not sign valid meal period waivers
27 on days that they were entitled to meal periods but were not relieved of all duties.

28 53. Moreover, Defendants engaged in a systematic, companywide policy to not pay meal

1 period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members
2 one additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and other
3 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
4 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
5 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium
6 pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed
7 to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal
8 period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

9 54. By their actions in requiring their employees to work during a portion of their meal periods
10 and/or their failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty
11 meal periods, Defendants have violated California Labor Code section 226.7 and section 11 of IWC
12 Wage Order No. 13-2001 and is liable to Plaintiff and the Class.

13 55. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived
14 of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and
15 section 11 of IWC Wage Order No. 13-2001, in the amount of one additional hour of pay at the
16 employee's regular rate of pay for each work period during each day in which Defendants failed to
17 provide their hourly, nonexempt employees with timely, statutory, off-duty meal periods.

18 **VII. SECOND CAUSE OF ACTION**

19 **Failure to Provide Rest Breaks**

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

21 **IWC Wage Order No. 13-2001, § 12**

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

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

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

28 58. IWC Wage Order No. 13-2001, section (12)(A) provides, in pertinent part: "Every

1 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
2 be in the middle of each work period. The authorized rest period time shall be based on the total hours
3 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
4 However, a rest period need not be authorized for employees whose total daily work times is less than
5 three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
6 there shall be no deduction from wages.”

7 59. IWC Wage Order No. 13-2001, section (12)(B) provides, “If an employer fails to provide
8 an employee with a rest period in accordance with the applicable provisions of this order, the employer
9 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
10 workday that the rest period is not provided.”

11 60. As alleged herein, Defendants failed to authorize and permit compliant rest breaks during
12 the Class Period. Plaintiff and members of the Class were routinely required to work during a portion of
13 their rest breaks at the direction of Defendants and/or with Defendants’ knowledge and acquiescence.

14 61. Furthermore, as with meal periods, Defendants’ donning and doffing policy and practice
15 requiring employees to don and doff their uniform and equipment during their 10-minute rest breaks
16 prevented Plaintiff and Class Members and continues to prevent Class Members from being relieved of
17 all duty in order to take compliant rest breaks and forced Plaintiff and other Class Members to remain on
18 duty for part of their rest breaks. As a result, Plaintiff and Class Members would work shifts in excess
19 of 3.5 hours without the net 10-minute rest breaks to which they were entitled. More specifically,
20 throughout her employment, during 8-hour or longer shifts, Plaintiff and Class Members regularly
21 worked during part of their 10-minute rest breaks by using a portion of that time to doff and then to don
22 her uniform and equipment.

23 62. At the same time, Defendants implemented a companywide policy to not pay rest break
24 premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one
25 additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other Class
26 Members at the correct rate of pay for premium wages because Defendants failed to include all forms of
27 compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate
28 of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for

missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

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

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

VIII. THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

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

and 1197; IWC Wage Order No. 13-2001, § 4

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

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

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

67. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the

1 minimum so fixed is unlawful.”

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

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

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

13 71. Pursuant to IWC Wage Order No. 13-2001, section (2)(H), at all times material hereto,
14 “hours worked” includes “the time during which an employee is subject to the control of an employer,
15 and includes all the time the employee is suffered or permitted to work, whether or not required to do
16 so.”

17 72. At all times relevant during the liability period, under the provisions of IWC Wage Order
18 No. 13-2001, Plaintiff and each Class Member should have received not less than the minimum wage in
19 a sum according to proof for the time worked, but not compensated.

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

23 74. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
24 their attorneys’ fees, costs, and interest according to proof.

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

27 76. As described above, Defendants required Plaintiff and other Class Members to work, such
28 as (1) waiting in line to submit to security metal detector checks/safety temperature checks off the clock

1 before entering the facility and clocking in and (2) donning and doffing specialty uniforms and equipment
2 off the clock (a) prior to clocking in at the start of their shifts, (c) to leave to their meal periods and (d)
3 rest breaks; and (e) again at the end of their shifts. Defendants' policy and practice was that employees
4 submit to these security/safety checks prior to clocking in and to don/doff uniforms and equipment while
5 clocked out or once their rest breaks had started. Also, Defendants did not pay at least minimum wages
6 for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-
7 the-clock hours did not qualify for overtime premium pay, Defendants did not pay at least minimum
8 wages for those hours worked off-the-clock.

9 77. Defendants' unlawful conduct alleged herein occurred in the course of employment of
10 Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have
11 done so continuously throughout the filing of this complaint.

12 78. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and
13 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling
14 them to damages, injunctive relief or restitution. Plaintiff, on behalf of herself and on behalf of the Class,
15 seeks damages and all other relief allowable including all wages due while working as Defendants'
16 hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those
17 employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections
18 200, *et seq.*

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

22 **IX. FOURTH CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages**

24 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 13-2001, § 3**

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

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

28 81. Pursuant to section 3 of IWC Wage Order No. 13-2001; California Code of Regulations,

1 Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512,
2 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all
3 overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for
4 hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on
5 the seventh consecutive work day, with double time after eight hours on the seventh day of any work
6 week, or after 12 hours in any work day.

7 82. Plaintiff and members of the Class were and are nonexempt employees entitled to the
8 protections of IWC Wage Order No. 13-2001; California Code of Regulations, Title 8, section 11040,
9 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
10 Class Period, Plaintiff and other members of the Class consistently worked five days per week for shifts
11 of eight hours or more. During the course of Plaintiff's employment, and during the course of the
12 employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for
13 overtime hours worked as required under the aforementioned Labor Codes and Regulations.

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

18 84. In violation of state law, Defendants have knowingly and willfully refused to perform
19 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
20 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the
21 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
22 to compel Defendants to fully perform their obligations under state law, all to their respective damage in
23 amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this
24 Court.

25 85. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
26 and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice,
27 and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus
28 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts

1 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

2 86. Defendants' conduct described herein violates IWC Wage Order No. 13-2001; California
3 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,
4 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and
5 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation
6 Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of
7 suit.

8 **X. FIFTH CAUSE OF ACTION**

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

10 **Upon Payment of Wages in Violation of Cal. Labor Code § 227.3**

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

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

14 88. Labor Code section 226(a) sets forth reporting requirements for employers when they pay
15 wages, as follows: "Every employer shall . . . at the time of each payment of wages, furnish his or her
16 employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked
17 by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis" Section (e) provides: "An employee suffering injury as a
19 result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled
20 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
21 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
22 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an
23 award of costs and reasonable attorney's fees."

24 89. Defendants failed to accurately record the overtime hours worked by Plaintiff and Class
25 Members.

26 90. Additionally, Defendants failed to accurately record all rates of pay in effect during the
27 pay period.

28 91. Plaintiff and Class Members were damaged by these failures because, among other things,

1 the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to
2 them.

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

6 **XI. SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

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

1 separation from employment with Defendants as required by California Labor Code sections 201 and
2 202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and the Class
3 Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but
4 in excess of the jurisdictional minimum of this Court.

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

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

13 **XII. SEVENTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records**

15 **in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 13-2001, § 7**

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

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

19 102. During the Class Period, as part of Defendants' illegal payroll policies and practices to
20 deprive Plaintiffs and Class Members of all wages earned and due, Defendants knowingly and
21 intentionally failed to maintain records as required under California Labor Code sections 226 and 1174,
22 and IWC Wage Order No. 3-2001, section 7, including but not limited to the following records: total
23 daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records
24 showing when each employee begins and ends each work period; and accurate itemized statements.

25 103. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and Class
26 Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned
27 and due, plus interest thereon. Additionally, Plaintiffs and Class Members are entitled to all available
28 civil and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including

1 but not limited to those provided in California Labor Code section 226(e), as well as other available
2 remedies.

3 **XIII. EIGHTH CAUSE OF ACTION**

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

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

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

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

9 105. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any
10 unlawful, unfair, or fraudulent business practices.

11 106. Through their actions alleged herein, Defendants have engaged in unfair competition
12 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair,
13 and/or fraudulent business practices under the UCL.

14 107. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the
15 statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure
16 to pay Class Members wages and compensation they earned through labor provided, and failing to
17 otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but
18 is not limited to, issuing wage statements containing false and/or misleading information about the time
19 the Class Members worked and the amount of wages or compensation due.

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

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

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

1 **XIV. NINTH CAUSE OF ACTION**

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

3 **§§ 2698, *et seq.*, for Violations of California Labor Code Sections**

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

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

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

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

16 114. Plaintiff and other current and former employees of Defendants are "aggrieved
17 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former
18 employees and one or more of the alleged violations were committed against them.

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

- 22 a. The aggrieved employee shall give written notice ("Employee's Notice") by online filing
23 to the LWDA and by certified mail to the employer of the specific provisions of the
24 California Labor Code alleged to have been violated, including the facts and theories to
25 support the alleged violations;
- 26 b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and
- 27 c. The LWDA shall provide notice ("LWDA Notice") to the employer and the aggrieved
28 employee by certified mail that it does not intend to investigate the alleged violation within

60 calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

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

- a. The aggrieved employee shall give written notice by online filing ("Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;
- b. The Employee's Notice filed with the LWDA is accompanied by a \$75 filing fee; and
- c. The employer may cure the alleged violation within 33 calendar days of the postmark date of the Employee's Notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

117. On October 7, 2022, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75 filing fee. A true and correct copy of Plaintiff's written notice to the LWDA, OWB PACKERS, LLC, and ONE WORLD VENTURES, LLC dba ONE WORLD BEEF dated October 7, 2022 is attached hereto as **"Exhibit 1."**

118. As of the filing date of the initial complaint, over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate

1 Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations set forth in
2 this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code
3 section 2699.3(a) and (c) to recover civil penalties Against All Defendants, in addition to other remedies,
4 for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
5 1182.12, 1194, 1197, 1197.1, and 1198.

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

15 120. Defendants, at all times relevant herein, were employers or persons acting on behalf of an
16 employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating
17 various sections of the California Labor Code as set forth above.

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

- 20 a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage
21 Order(s) for Defendants' failure to provide Plaintiff and other Class Members with
22 compliant meal periods and/or rest breaks, as set forth above;
- 23 b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable
24 IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class
25 Members with at least minimum wages for all hours worked as set forth above;
- 26 c. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order(s) for
27 Defendants' failure to compensate Plaintiff and other Class Members with overtime wages
28 for all hours worked in excess of eight in one day or 40 in one week and double time for

- 1 all hours worked in excess of 12 hours, as set forth above;
- 2 d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s)
- 3 for failure to provide accurate and complete wage statements to Plaintiff and other Class
- 4 Members as set forth above;
- 5 e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s)
- 6 for failure to maintain payroll records. California Labor Code section 1198 provides that
- 7 the maximum hours of work and the standard conditions of labor shall be those fixed by
- 8 the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section
- 9 1198 further provides that “[t]he employment of any employees for longer hours than
- 10 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
- 11 Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate
- 12 time records showing when the employee begins and ends each work period and meal
- 13 period. During the relevant time period, Defendants failed, on a companywide basis, to
- 14 keep records of meal period start and stop times for Plaintiff and other non-party aggrieved
- 15 employees in violation of section 1198. California Labor Code section 1174(d) provides
- 16 that “[e]very person employing labor in this state shall . . . [k]eep a record showing the
- 17 names and addresses of all employees employed and the ages of all minors” and “[k]eep,
- 18 at a central location in the state or at the plants or establishments at which employees are
- 19 employed, payroll records showing the hours worked daily by and the wages paid to, and
- 20 the number of piece-rate units earned by and any applicable piece rate paid to, employees
- 21 employed at the respective plants or establishments” During the relevant time period,
- 22 and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain
- 23 accurate payroll records for Plaintiff and other non-party aggrieved employees showing
- 24 the daily hours they actually worked and the wages paid thereto as a result of failing to
- 25 record the off-the-clock hours that they worked;
- 26 f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages
- 27 upon termination as set forth above;
- 28 g. Violations of Labor Code section 204 for failure to pay all earned wages during

employment as set forth above;

h. Plaintiff and other non-party aggrieved employees are therefore entitled to recover penalties, attorneys' fees, costs, and interest thereupon, pursuant to Labor Code section 2699(f)-(g); and

i. Any and all additional applicable civil penalties and sums as provided by the California Labor Code and/or other relevant statutes.

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

123. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the California Labor Code, and twenty-five percent (25%) to all aggrieved employees.

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

XV. PRAYER FOR RELIEF

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

1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;
4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four hours when they did not receive an uninterrupted 10-minute rest break;
5. One hour of wages due to Plaintiff and each Class Member for each work period of more than five hours when they did not receive an uninterrupted 30-minute meal period;

6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;

7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;

8. For waiting time penalties pursuant to Labor Code section 203;

9. Statutory penalties under Labor Code section 226(e);

10. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, and 1198;

11. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;

12. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;

13. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

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

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

16. Accounting of Defendants' records for the liability period;

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

18. All such other and further relief that the Court may deem just and proper.

Dated: December 15, 2022

SHEGERIAN & ASSOCIATES, INC.

By: 
Carney R. Shegerian
Anthony Nguyen
Cheryl A. Kenner

Attorneys for Plaintiff MARIA MERCADO
and all others similarly situated and aggrieved

1 **DEMAND FOR JURY TRIAL**

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

5 Dated: December 15, 2022

SHEGERIAN & ASSOCIATES, INC.

6
7 By: Cheryl Kenner
8 Carney R. Shegerian
9 Anthony Nguyen
Cheryl A. Kenner

10 Attorneys for Plaintiff MARIA MERCADO
11 and all others similarly situated and aggrieved
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EXHIBIT 1

October 7, 2022

VIA ONLINE SUBMISSION

Natalie Palugyai, Secretary
California Labor & Workforce
Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

OWB Packers, LLC
ATTN: Human Resources Director
57 Shank Road
Brawley, CA 92227

One World Ventures, LLC dba One World Beef
512 Via de la Valle, Suite 310
Solana Beach, CA 92075

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

To: The California Labor and Workforce Development Agency; OWB Packers, LLC; One World Ventures, LLC dba One World Beef

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

To Whom It May Concern:

Shegerian & Associates, Inc. has been retained by former employee Maria Mercado (“Ms. Mercado”) to seek compensation and all other available relief, including civil penalties on her behalf and on the behalf of all those similarly aggrieved (collectively, with Ms. Mercado, “Claimants”) who have been injured by OWB Packers, LLC and One World Ventures, LLC dba One World Beef’s (collectively, “OWB”) violations of the California Labor Code. Ms. Mercado, on behalf of herself and all other similarly aggrieved current and former hourly nonexempt employees of OWB, intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

OWB operates a 24-hour meat processing plant that engages in both harvesting and fabrication processes. OWB employees harvest and slaughter meat sourced from its farms and then process, butcher, and package the meat that OWB then sells wholesale to grocers.

145 S Spring Street, Suite 400
Los Angeles, California 90012

11520 San Vicente Boulevard
Los Angeles, California 90049

6205 Lusk Boulevard, Suite 200
San Diego, California 92121

650 California Street, Suite 4-137
San Francisco, California 94108

90 Broad Street, Suite 804
New York, New York 10004

3764 Elizabeth Street
Riverside, California 92506

Claimant Ms. Mercado worked for OWB as an hourly, nonexempt employee most recently in the position of Packer, earning \$15.50 per hour. Ms. Mercado, on behalf of herself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in preparing, butchering, and packaging company grown meat to sell to grocers. As part of their employment with OWB, Claimant and other hourly, nonexempt employees, collectively, “hourly nonexempt employees,” are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to arriving at the facility early for entry-point temperature checks prior to entry and prior to clocking in in the facility; donning uniform and equipment including gloves, boots, white coat, helmet, ear plugs, and face masks; preparing work table and conveyer belt; obtaining plastic bags for the butchered meat; placing butchered meat inside plastic bags and then sealing them; placing the sealed bags on the conveyer belt for the next worker to box; and finally, doffing and cleaning personal equipment inside the facility’s locker room.

Claimant Ms. Mercado regularly worked five (5) days per week for 10 hours or more hours per day. During the entire course of her employment, OWB failed to provide Ms. Mercado and continues to fail to provide those similarly aggrieved with all overtime pay and compliant meal periods and rest breaks. As a consequence, OWB has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission (“IWC”) Wage Orders, including but not limited to, IWC Wage Order No. 13-2001. OWB has also failed to pay minimum wages to Ms. Mercado and other hourly nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 13-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, OWB has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

OWB has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, OWB has failed and continues to fail to provide timely, accurate wage statements to Ms. Mercado and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by OWB, OWB violated Labor Code section 203 by failing to pay all wages due upon separation. Ms. Mercado is informed and believes that such violations are ongoing, systematic, and continuous. Ms. Mercado intends to bring an action against OWB under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

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

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353,

Theories of Labor Code Violations and Remedies:

Claimant Ms. Mercado was employed by OWB from approximately August 22, 2019 through approximately April 29, 2022. In August 2019, Ms. Mercado began working for OWB as a Butcher until approximately September 2020 at which time she began working in the position of Packer. She held the position of Packer until the end of her tenure on or around April 29, 2022. The position of Butcher entails (1) donning uniform and equipment, including three sets of gloves (sealed, plastic, and steal gloves), plastic boots, white coat, helmet, ear plugs, and facemask; (2) sharpening knives at one's assigned station; (3) cleaning and butchering meat as it comes down the belt; (4) disposing of scraps in the disposal hole located on the belt; (5) placing cleaned, butchered meat back on the belt for packers to package; and finally, (6) doffing uniform and equipment and then washing it when the shift ends. The position of Packer generally entails (1) donning uniform and personal equipment, including gloves, boots, white coat, helmet, ear plugs, and face masks; (2) arriving at assigned conveyer belt prior to the belt starting; (3) obtaining and preparing plastic bags to place butchered meat in; (4) waiting for the butchered meat to come down the conveyer belt; (5) picking up and placing the butchered meat inside each plastic bag; (6) sealing the plastic bag once meat is inside; (7) placing sealed plastic bags on the conveyer belt for the next worker to box; and finally, (8) doffing personal equipment and washing off inside the facility's locker room. For a period of at least four (4) years prior to October 2022, but for our purposes here, one (1) year prior, OWB has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of minimum wages. OWB has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 13-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time occurred because Claimants submitted to entry-point temperature checks and waited in a queue to pass through metal detectors prior to clocking in. Claimants' off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Second, Defendant implemented policies and enforced practices requiring Claimants to perform work during their meal periods and rest breaks—donning and doffing personal protective equipment—

and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

the effects of which Defendant could have mitigated by adding additional time before re-starting the conveyer belts. However, Defendant instead chose to operate its 24-hour facility around a time schedule that didn't account for donning and doffing time, thereby failing to authorize and permit its nonexempt employees from taking compliant meal periods and rest breaks. In effect, these policies and practices cause Claimants to remain on-duty during meal periods and rest breaks, and therefore, constitute a failure on OWB's part to provide compliant meal periods and rest breaks. Separate time added to compensate for this donning and doffing time does not compensate for non-compliant meal periods and rest breaks. With that, OWB's corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes OWB's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. OWB's failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Third and finally, Claimants contend that OWB enforced a 15-minute auto-deduct policy whereby OWB automatically deducted 15 minutes from Claimants' gross hours. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 13-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted meal periods. As explained in the preceding paragraph, OWB failed to authorize and permit full-length meal periods for Ms. Mercado, and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 13-2001. Ms. Mercado and all similarly aggrieved persons were required to perform work during their meal periods in the form of donning and doffing equipment that cut into their 30-minute meal periods. OWB did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. Accordingly, since OWB required Ms. Mercado and others similarly situated to work during their meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 13-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute rest breaks. However, for the same reasons cited in the preceding paragraph regarding meal periods, OWB likewise failed to authorize and permit Ms. Mercado and all other similarly aggrieved employees to take full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 13-2001. OWB did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 13-2001. Furthermore, since OWB required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of overtime. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, OWB was required to compensate

Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. OWB has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that would have been eligible for overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, OWB failed to provide Ms. Mercado and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 13-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from OWB, including Ms. Mercado, were entitled to be paid all wages owed upon separation within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Ms. Mercado, did not receive all wages owed upon separation based on OWB’s prior failings to pay all wages owed every pay period, including but not limited to meal and rest premiums and for all hours worked, as explained above.

Claimants were at all times entitled to be provided timely and accurate wage statements from OWB pursuant to Labor Code section 226. Because OWB failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants’ wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants’ wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

OWB’s uniform failure to pay overtime and minimum wages, failure to authorize and permit full-length, off-duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, and failure to furnish timely and accurate wage statements violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, and 1197, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

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

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c),

and 2699.5, Ms. Mercado, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against OWB for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

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

Sincerely,

SHEGERIAN & ASSOCIATES, INC.

A handwritten signature in cursive script that reads "Cheryl Kenner".

Cheryl A. Kenner