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Situated Employees
8

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

10 **IN AND FOR THE COUNTY OF FRESNO**

11
12 EMILIANO MARTINEZ, SILVINO
MARTINEZ, MISAEL MARTINEZ, and
13 MARIANO CARRANZA on behalf of himself,
and those similarly situated,
14

15 Plaintiffs,

16 vs.

17 A & J AG. LABOR, INC., JORGE LUIS
CASAREZ VILLANUEVA, COX ROGER T &
18 MARKIE J TRUSTEES COX RYAN E &
JAMIE L TRS, CRJ FARMING CO LP,
19 JORGE A. RAMOS, OLGA M. (LNU),
THONESON GREG & HANNAH TRS,
20 YOUNG MONTE J & CONNIE M
TRUSTEES, and DOES 1 through 50, inclusive,
21

22 Defendants.
23

E-FILED
9/12/2025 4:01 PM
Superior Court of California
County of Fresno
By: Alexandria Payne, Deputy

Case No. 25CECG03376

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Nonproductive Time Separate from Piece-Rate;
2. Failure to Provide Meal Periods or Pay Additional Wages in Lieu Thereof;
3. Failure to Pay Minimum Wages;
4. Failure to Pay Overtime Premium Wages;
5. Waiting Time Penalties;
6. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;
7. Violation of the Unfair Competition Law, California Business & Professions Code §§17200 *et seq.*; and
8. Penalties California Under Labor Code §§ 2698 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Emiliano Martinez, Silvino Martinez, Misael Martinez, and Mariano Carranza (“Plaintiffs”) bring this action against Defendants A & J AG. Labor, Inc., Jorge Luis Casarez Villanueva, Cox Roger T. & Markie J. Trustees Cox Ryan E. & Jamie L. TRS, CRJ Farming Co. LP, Jorge A. Ramos, Olga M. (LNU), Thoneson Greg & Hannah TRS, Young Monte J. & Connie M. Trustees, and DOES 1 through 50 (“Defendants”) individually and on behalf of all other similarly situated individuals employed under common circumstances and facts. The allegations made in this Complaint are based on Plaintiffs’ knowledge, except those allegations made on information and belief, which are based on the investigation of her counsel.

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

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

4. Defendants employed Plaintiffs and the class directly or as joint employers, client-employers, agents, or alter egos.

5. Plaintiffs are informed and believes and thereon allege each Defendant is responsible in some manner for the occurrences herein alleged, and that the damages herein alleged were actually and proximately caused by each Defendant’s conduct.

6. Plaintiffs were seasonal agricultural workers employed by Defendants in Fresno County.

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

8. Defendants have refused to pay all wages due and owed to Plaintiffs and Class Members under the express provisions of the California Labor Code, which, in turn, resulted in additional Labor Code violations entitling Plaintiffs and the class to prompt payment of wages and penalties.

9. Plaintiffs, for themselves and the class, also seek injunctive relief requiring Defendants to comply with all applicable California labor laws and regulations in the future and preventing Defendants from engaging in and continuing to engage in unlawful and unfair business practices. Plaintiffs also seek declaratory relief enumerating Defendants' violations so Defendants and the public have clarity and guidance with regards to Defendants' future employment practices.

PARTIES

10. Plaintiff Emiliano Martinez is a resident of Fresno County, California. At all relevant times herein, he has been employed directly or jointly by Defendants, as an employee on land owned, leased, and/or operated in California, and has been employed by Defendants as a non-exempt employee. Plaintiff was hired by Defendants to work in and around Fresno County. During the relevant time period, Plaintiff worked for Defendants in and around Fresno County, performing services covered by an applicable Wage Order during the Class Period. Plaintiff

1 suffered injury in fact and loss of property because of Defendants' conduct described in this
2 Complaint.

3 11. Plaintiff Misael Martinez is a resident of Fresno County, California. At all
4 relevant times herein, he has been employed directly or jointly by Defendants, as an employee on
5 land owned, leased, and/or operated in California, and has been employed by Defendants as a
6 non-exempt employee. Plaintiff was hired by Defendants to work in and around Fresno County.
7 During the relevant time period, Plaintiff worked for Defendants in and around Fresno County,
8 performing services covered by an applicable Wage Order during the Class Period. Plaintiff
9 suffered injury in fact and loss of property because of Defendants' conduct described in this
10 Complaint.

11 12. Plaintiff Silvino Martinez is a resident of Fresno County, California. At all
12 relevant times herein, he has been employed directly or jointly by Defendants, as an employee on
13 land owned, leased, and/or operated in California, and has been employed by Defendants as a
14 non-exempt employee. Plaintiff was hired by Defendants to work in and around Fresno County.
15 During the relevant time period, Plaintiff worked for Defendants in and around Fresno County,
16 performing services covered by an applicable Wage Order during the Class Period. Plaintiff
17 suffered injury in fact and loss of property because of Defendants' conduct described in this
18 Complaint.

19 13. Plaintiff Mariano Carranza is a resident of Fresno County, California. At all
20 relevant times herein, he has been employed directly or jointly by Defendants, as an employee on
21 land owned, leased, and/or operated in California, and has been employed by Defendants as a
22 non-exempt employee. Plaintiff was hired by Defendants to work in and around Fresno County.
23 During the relevant time period, Plaintiff worked for Defendants in and around Fresno County,
24 performing services covered by an applicable Wage Order during the Class Period. Plaintiff
25 suffered injury in fact and loss of property because of Defendants' conduct described in this
26 Complaint.

14. Plaintiffs and the employees whom Plaintiffs seek to represent were regularly subjected to, or had personal knowledge of, the violations described in this Complaint.

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

16. At all times relevant, Defendant A & J AG Labor, Inc. is a California Corporation which conducts business in and around Fresno County. On information and belief, Defendant A & J AG Labor, Inc. has dozens of employees and provides employees in the agricultural industry. At the core of Defendant A & J AG Labor, Inc.'s violations are: systematic failure to keep accurate time and payroll records; failing to record rest and recovery periods separate from piece-rate units, and/or failing to accurately calculate compensation for rest and recovery periods; failing to record and compensate piece-rate workers for nonproductive time from piece-rate units; failure to pay minimum wage; refusing to provide proper meal periods or to provide premium wages in lieu thereof, and failing to provide accurate wage statements; and failing pay of all wages owed upon separation from employment.

17. At all times relevant Defendant Jorge Luis Casarez Villanueva owned, controlled, or operated a business or establishment that employed persons within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this case. Joint and several liability attaches to Defendant Jorge Luis Casarez Villanueva as a joint employer with Defendant A & J AG Labor, Inc. for the payment of wages to Plaintiffs and Class Members. Liability also attaches to Defendant Jorge Luis Casarez under Labor Code § 558, 558.1.

18. At all times relevant Cox Roger T. & Markie J. Trustees Cox Ryan E. & Jamie L. TRS owned, controlled, or operated a business or establishment that employed persons within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this case. Joint and several liability attaches to Cox Roger T. & Markie J. Trustees Cox Ryan E. & Jamie L. TRS as a joint employer with Defendant A & J

1 AG. LABOR, INC. for the payment of wages and penalties to Plaintiffs and Class Members
2 under Labor Code § 2810.3(b)(1). Plaintiff provided notice to Cox Roger T. & Markie J.
3 Trustees Cox Ryan E. & Jamie L. TRS pursuant to Labor Code § 2810.3(b)-(d) on June 24,
4 2025.

5 19. At all times relevant CRJ Farming Co. LP owned, controlled, or operated a
6 business or establishment that employed persons within the meaning of the applicable Industrial
7 Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this
8 case. Joint and several liability attaches to CRJ Farming Co. LP as a joint employer with
9 Defendant A & J AG. LABOR, INC. for the payment of wages and penalties to Plaintiffs and
10 Class Members under Labor Code § 2810.3(b)(1). Plaintiff provided notice to CRJ Farming Co.
11 LP pursuant to Labor Code § 2810.3(b)-(d) on June 24, 2025.

12 20. At all times relevant Jorge A. Ramos owned, controlled, or operated a business or
13 establishment that employed persons within the meaning of the applicable Industrial Welfare
14 Commission Orders, and operated as a direct or joint employer of Class Members in this case.
15 Joint and several liability attaches to Jorge A. Ramos as a joint employer with Defendant A & J
16 AG. LABOR, INC. for the payment of wages and penalties to Plaintiffs and Class Members
17 under Labor Code § 2810.3(b)(1). Plaintiff provided notice to Jorge A. Ramos pursuant to Labor
18 Code § 2810.3(b)-(d) on June 24, 2025.

19 21. At all times relevant Olga M. (LNU) owned, controlled, or operated a business or
20 establishment that employed persons within the meaning of the applicable Industrial Welfare
21 Commission Orders, and operated as a direct or joint employer of Class Members in this case.
22 Joint and several liability attaches to Olga M. (LNU) as a joint employer with Defendant A & J
23 AG. LABOR, INC. for the payment of wages and penalties to Plaintiffs and Class Members
24 under Labor Code § 2810.3(b)(1). Plaintiff provided notice to Olga M. (LNU) pursuant to Labor
25 Code § 2810.3(b)-(d) on June 24, 2025.

22. At all times relevant Thoneson Greg & Hannah TRS owned, controlled, or operated a business or establishment that employed persons within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this case. Joint and several liability attaches to Thoneson Greg & Hannah TRS as a joint employer with Defendant A & J AG. LABOR, INC. for the payment of wages and penalties to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiff provided notice to Thoneson Greg & Hannah TRS pursuant to Labor Code § 2810.3(b)-(d) on June 24, 2025.

23. At all times relevant Young Monte J. & Connie M. Trustees owned, controlled, or operated a business or establishment that employed persons within the meaning of the applicable Industrial Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this case. Joint and several liability attaches to Young Monte J. & Connie M. Trustees as a joint employer with Defendant A & J AG. LABOR, INC. for the payment of wages and penalties to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiff provided notice to Young Monte J. & Connie M. Trustees pursuant to Labor Code § 2810.3(b)-(d) on June 24, 2025.

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

25. On information and belief, Plaintiffs further assert the damages herein alleged were actually and proximately caused by each Defendants' conduct.

JURISDICTION AND VENUE

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

27. Venue is proper in this judicial district because Defendants conduct business in Fresno County, California. In addition, venue in Fresno County is proper because many of Defendants' alleged violations arose in and around Fresno County.

FACTUAL ALLEGATIONS

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

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

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

- g. failing to create or maintain accurate time-keeping records for Class Members, including Plaintiffs, resulting in failure to accurately pay wages owed and provide accurate itemized wage statements, in violation of California law and public policy; and
- h. engaging in unfair competition in violation of the UCL, Bus. & Prof. §§17200 *et seq.*, as a result of failing to pay wages owed and generate and maintain accurate records as described above.

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

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

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

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

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

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

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

37. Defendants failed to comply with California Labor Code § 226(a) by failing to itemize in wage statements all wages earned and by failing to accurately report total hours worked by Plaintiffs and members of the proposed Class. Plaintiffs and Class Members are therefore entitled to statutory penalties up to \$4,000 for each employee pursuant to Labor Code § 226(e).

38. Plaintiffs bring this action on behalf of herself and all others similarly situated as a class action pursuant to Section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in litigation and the proposed class is easily ascertainable. Plaintiffs seek to represent the following Class, composed of, and defined, as follows:

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

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

NUMEROSITY

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

41. Upon information and belief, Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

1 COMMONALITY

2 42. There are questions of law and fact common to the Class predominating over any
3 questions affecting only individual Class Members. These common questions of law and fact
4 include, without limitation:

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

5 h. Whether Plaintiffs and other Class Members are entitled to restitution,
6 wages, statutory penalties, premium wages, declaratory and injunctive
7 relief, attorneys' fees, interest, and costs, and other relief pursuant to
8 the California Labor Code, applicable Wage Orders, and the UCL.

9
10 **TYPICALITY**

11 43. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs
12 and all members of the Class sustained injuries and damages arising out of, and were caused by,
13 Defendants' common course of conduct in violation of California laws, regulations, and statutes
14 as alleged herein.

15
16 **ADEQUACY OF REPRESENTATION**

17 44. Plaintiffs will fairly and adequately represent and protect the interests of the
18 members of the Class. Counsel who represent Plaintiffs are competent and experienced in
19 litigating large employment class actions.

20
21 **SUPERIORITY OF CLASS ACTION**

22 45. A class action is superior to other available means for the fair and efficient
23 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
24 questions of law and fact common to the Class predominate over any questions affecting only
25 individual members of the Class. Each member of the proposed Class has been damaged and is
26 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
27

1 compensate Class Members for all wages earned and engaging in the unlawful practices herein
2 complained of and denying Class Members meal periods without legal compensation.

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

9 47. Plaintiffs are unaware of any difficulties likely to be encountered in the
10 management of this action that would preclude its maintenance as a class action. The benefits of
11 maintaining this action on a class basis far outweigh any administrative burden in managing the
12 class action. Conducting the case as a class action would be far less burdensome than prosecuting
13 numerous individual actions.

14
15 **CLAIMS FOR RELIEF**

16 **FIRST CLAIM FOR RELIEF**
17 **FAILURE TO RECORD AND COMPENSATE NONPRODUCTIVE TIME SEPARATE**
18 **FROM ANY PIECE-RATE COMPENSATION**
(CAL. LAB. CODE § 226.2)
19 **PLAINTIFFS AGAINST ALL DEFENDANTS**

20 48. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

21 49. Plaintiffs and, on information and belief, the Class were compensated on a piece-
22 rate basis during all pay periods.

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

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

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

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

7 54. California Labor Code §226.7 provides:

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

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

11 (2) The itemized statement required by subdivision (a) of Section
12 226 shall, in addition to the other items specified in that subdivision,
13 separately state the following, to which the provisions of Section
226 shall also be applicable:

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

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

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

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

23 (ii) The applicable minimum wage.

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

1 shall state that the employee may, in writing, revoke the agreement at any
2 time.

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

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

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

15 64. Plaintiffs and the class did not voluntarily or willfully waive meal periods. Any
16 express or implied waivers obtained from Plaintiffs and the class were not willfully obtained or
17 voluntarily agreed to, but rather were a condition of employment or part of an unlawful contract
18 of adhesion.

19 65. By failing to keep adequate time records required by §§ 226 and 1174(d) of the
20 Labor Code, Defendants have injured Plaintiffs and the class and made it difficult to calculate the
21 unpaid meal period compensation due to Plaintiffs and the class.

22 66. As a result of the unlawful acts of Defendants, Plaintiffs and the class have been
23 deprived of wages in amounts to be determined at trial, and are entitled to recovery of such
24 amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§
25 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

26 67. Wherefore, Plaintiffs and the class request relief as described herein and below.
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THIRD CLAIM FOR RELIEF
FAILURE TO PAY MINIMUM WAGES
(LABOR CODE §§ 1194, 1194.2, 1197(A) & APPLICABLE IWC WAGE ORDERS)
PLAINTIFFS AGAINST ALL DEFENDANTS

68. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

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

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 minimum so fixed is unlawful.

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

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

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

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

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

81. California Labor Code§ 1194(a) states:

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

82. Defendants failed to follow California's formula for computing the regular rate of pay for purposes of calculating overtime and doubletime. Defendants also refused to pay for all hours worked and failed to compensate at the agreed upon and statutory rates, rendering Defendants' overtime computations unlawful.

83. Plaintiffs and, on information and belief, other current or former employees are entitled to wages at the applicable premium rate as a result of Defendants' practice of not compensating them at the required premium rate, as well as for failing to compensate them for all "hours worked."

84. Plaintiffs and, on information and belief, other current or former employees are owed wages for the violations above. Defendants failed to pay said wages when due, as required by Labor Code § 204, and have not been paid them to date. The violation of California's premium wage laws is substantial and occurred regularly, and Defendants' failure to maintain accurate time records will shift the burden of proof.

85. Plaintiffs are entitled to payment of wages owed under California Labor Code §§ 510, 1197, 1194(a) and the applicable wage orders.

86. Wherefore, Plaintiffs request relief against Defendants as described herein and below, including unpaid wages, interest, attorneys' fees and cost of suit.

FIFTH CLAIM FOR RELIEF
WAITING TIME PENALTIES
(CAL. LAB. CODE §§ 201, 202, & 203)
PLAINTIFFS AGAINST ALL DEFENDANTS

87. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

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

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

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

91. California Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. An employee who sequesters or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment. Suit may be filed for these penalties at any time before the expiration of the statute of limitations on an action for the wages from which the penalties arise.

1 92. Defendants willfully failed to pay all wages due as the failure to pay was not
2 inadvertent or accidental. As a result, Plaintiffs and the class are entitled to 30 days' wages. "30
3 days' wages" is calculated pursuant to California case law as 30 working days and not merely a
4 month's wages.

5 93. In calculating 30 days' wages pursuant to California Labor Code §203, Plaintiffs
6 and the class are entitled to compensation for all forms of wages earned (even if not properly
7 paid), including, but not limited to, compensation for unprovided meal periods.

8 94. More than 30 working days have passed since Plaintiffs and many members of the
9 Class have left Defendants' employment, and despite this, they have not received payment
10 pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all
11 wages, Plaintiffs and the class are entitled to 30 days' wages as a penalty under Labor Code
12 §203.

13 95. Wherefore, Plaintiffs and the class seek the relief as described herein and below.

14
15 **SIXTH CLAIM FOR RELIEF**
16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
 CAL. LAB. CODE §§ 226, 226.2 & IWC ORDER
 PLAINTIFFS AGAINST ALL DEFENDANTS

17 96. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

18 97. California Labor Code Section 226(a) states:

19 Every employer shall, semimonthly or at the time of each payment
20 of wages, furnish each of his or her employees, either as a
21 detachable part of the check, draft, or voucher paying the
22 employee's wages, or separately when wages are paid by personal
23 check or cash, an accurate itemized statement in writing showing
24 (1) gross wages earned, (2) total hours worked by the employee,
25 except for any employee whose compensation is solely based on a
26 salary and who is exempt from payment of overtime under
27 subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission, (3) the number of piece-rate units
earned and any applicable piece-rate if the employee is paid on a
piece-rate basis, (4) all deductions, provided that all deductions
made on written orders of the employee may be aggregated and
shown as one item, (5) net wages earned, (6) the inclusive dates of
the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social

1 security number or an employee identification number other than a
2 social security number may be shown on the itemized statement,
3 (8) the name and address of the legal entity that is the employer,
4 and (9) all applicable hourly rates in effect during the pay period
5 and the corresponding number of hours worked at each hourly rate
6 by the employee. The deductions made from payments of wages
shall be recorded in ink or other indelible form, properly dated,
showing the month, day, and year, and a copy of the statement or a
record of the deductions shall be kept on file by the employer for at
least three years at the place of employment or at a central location
within the State of California.

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

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

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

22 101. By knowingly and intentionally failing to provide Plaintiffs and Class Members
23 itemized wage statements in conformance with Labor Code § 226, Defendants have also violated
24 Labor Code § 226.6, which is a misdemeanor punishable by fine and/or prison.

102. California Labor Code § 226.6 states:

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

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

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

105. Wherefore, Plaintiffs and the class request relief as described herein and below.

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

106. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

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

- a. requiring Class Members, including Plaintiffs, to work at least five (5) hours without a timely, thirty (30) minute, uninterrupted meal period, and failing to pay such employees one (1) hour of additional wages at the employees' regular rate of compensation

1 for each workday that the meal period was not provided, in
2 violation of California law and policy;

3 b. failure to pay minimum wages for all hours worked by failing to
4 compensate Plaintiffs and Class Members for non-productive
5 time separate from piece-rate;

6 c. failure to accurately calculate pay for rest and recovery period
7 and failure to record and compensate for other nonproductive
8 time separate from any piece-rate compensation;

9 d. failure to provide Class Members, including Plaintiffs, with
10 accurate itemized wage statements in violation of California law
11 and public policy;

12 e. failure to pay Class Members all wages owed at the time of
13 termination of employment in violation of California law and
14 public policy;

15 f. failure to pay to Class Members, including Plaintiffs, all
16 minimum and owed, including those for meal periods and
17 reimbursements, as detailed above upon separation from
18 employment – whether voluntary or not – in violation of
19 California law and policy; and

20 g. failure to create or maintain accurate time-keeping records for
21 Class Members, including Plaintiffs, resulting in failure to
22 accurately pay wages owed and provide accurate itemized wage
23 statements, in violation of California law and public policy.

24 108. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
25 unfair, and deceptive business practices, within the meaning of Business and Professions Code
26 §§ 17200 *et seq.* Plaintiffs and, on information and belief, the Class they seek to represent, have
27 suffered injury in fact and have lost money or property as a result of such unfair competition.

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

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

111. Plaintiffs are informed and believe, and thereon allege, Defendants have been and continue to be unjustly enriched through false, fraudulent, unlawful, unfair, and deceptive business practices as alleged throughout this Complaint. Plaintiffs are further informed and believe, and thereon allege, Plaintiffs and Class Members are prejudiced by Defendants' unfair business practices.

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

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

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

115. Wherefore, Plaintiffs and the class request relief as described herein and below and as deemed just and proper by this Court.

EIGHTH CLAIM FOR RELIEF
PENALTIES AND WAGES FOR VIOLATIONS PURSUANT TO LABOR CODE §§ 2698 *et*
seq., 558, AND 558.1
(AGAINST ALL DEFENDANTS)

116. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

117. Plaintiffs bring this representative claim for themselves, the State of California and all other current and former employees of Defendants as a non-class claim, as expressly authorized by the statute.

118. This PAGA cause of action is brought against Defendants pursuant to provisions of the labor code including § 558, which imposes liability on “persons” (defined by Labor Code § 18 as “... any person, association, organization, partnership, business trust, limited liability company, or corporation.”) who violate the Labor Code or IWC regulations or cause these to be violated, and which provides for recovery of wages in addition to penalties. Section 558.1 is similar.

119. Plaintiffs have complied with the PAGA's administrative requirements. Specifically, in the manner prescribed in Labor Code § 2699.3, Plaintiff gave notice to Defendants and the Labor & Workforce Development Agency ("LWDA") of the Labor Code provisions that Defendants are alleged to have violated, as well as the facts and theories surrounding those allegations. Plaintiffs did not received notice from the LWDA that it would not investigate the allegations, entitling Plaintiffs to bring a PAGA cause of action, or the LWDA failed to respond within the time allotted by statute.

120. Plaintiffs are aggrieved employees within the meaning of Labor Code § 2699(a). They bring this cause on behalf of themselves, the State of California, and other aggrieved employees – (i.e., current or former employees affected by the Labor Code violations alleged in this Complaint).

121. Pursuant to Labor Code § 2699(a), Plaintiffs seek civil penalties as provided under applicable Labor Code sections for violations alleged herein.

122. To the extent that any violation of statute or regulation alleged herein does not carry a penalty, Plaintiffs seek civil penalties pursuant to Labor Code § 2699(f), which provides:

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

123. The penalties sought by Plaintiffs are to be distributed as mandated in Labor Code § 2699(i) – 75% to the State and the remaining 25% to the aggrieved employees.

124. Defendants are liable to Plaintiffs, the State, and other current or former employees for the violations alleged in this Complaint. Plaintiffs are also entitled to an award of attorneys' fees and costs for bringing this claim as set forth below.

125. Plaintiffs' PAGA claim does not require Class Certification because both the language of the PAGA and the express intent of the Legislature indicate an aggrieved employee may act in place of the State and bring a representative action on behalf of the State and other employees without having to certify a class. Labor Code § 2699 specifically states an aggrieved employee may bring an action on behalf of other employees, "[n]otwithstanding any other provision of law..." The wording of the PAGA, which authorizes an aggrieved employee to bring an action "on behalf of himself or herself and other current or former employees... [,]" is similar to the former wording of Business and Professions Code § 17204, which authorized a person or organization to act "for the interests of itself, its members or the general public"

1 The Legislature has made clear an action under the PAGA is in the nature of an enforcement
2 action, with the aggrieved employee acting as Private Attorney General to collect penalties from
3 employers and persons who violate labor laws. Such an action is fundamentally a law
4 enforcement action designed to protect the public and penalize the defendant for past illegal
5 conduct. Restitution is not the primary object of a PAGA action, as its purpose is not recovering
6 damages, but civil penalties. And the PAGA does not preclude an employee from pursuing any
7 other claim she may have available under law.

8 126. As such, Plaintiffs individually hold a substantive right to stand in the shoes of the
9 State of California and bring this PAGA claim for the State and other current or former
10 employees.

11 127. Under California Labor Code § 558.1, any natural person who is an owner,
12 director, officer, or managing agent of an employer, acting on behalf of the employer, who
13 violates or causes to be violated any provision regulating minimum wages or hours and days of
14 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
15 California Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
16 employer for such violation.

17 128. Wherefore, Plaintiffs request penalties pursuant to the PAGA as described herein
18 and any other relief this Court deems proper.

19
20 **PRAYER FOR RELIEF**

21 129. Wherefore, Plaintiffs pray for judgment for Plaintiffs and the class as follows:

- 22 a. That the Court determine this action may be maintained as
23 a class action or actions;
- 24 b. For compensatory damages including wages in an amount
25 according to proof with interest thereon;
- 26 c. For economic and/or special damages in an amount
27 according to proof with interest thereon;

- 1 d. For a declaratory judgment that each of the Defendants
2 violated Plaintiffs' and Class Members' rights under the
3 California Labor Code and applicable IWC Wage Orders as
4 set forth in the preceding paragraphs;
- 5 e. That each of the Defendants be found to have engaged in
6 unfair competition in violation of California Business and
7 Professions Code § 17200 *et seq.*;
- 8 f. That each of the Defendants be ordered and enjoined to
9 make restitution to the Class due to their unfair
10 competition, including disgorgement of their wrongfully-
11 obtained revenues, earnings, profits, compensation, and
12 benefits, pursuant to California Business and Professions
13 Code §§ 17203 and 17204;
- 14 g. That each of the Defendants be enjoined from continuing
15 the unlawful or unfair competition in violation of § 17200
16 as alleged herein;
- 17 h. For declaratory relief for Defendants' violation of the
18 California Labor Code and California Business and
19 Professions Code;
- 20 i. That Defendants be enjoined from further acts of restraint
21 of trade or unfair competition;
- 22 j. For premium wages pursuant to Labor Code §§ 226, 226.7,
23 and 510;
- 24 k. For unpaid wages pursuant to California Labor Code §
25 1194 and liquidated damages pursuant to Labor Code §
26 1194.2;

- l. For an order imposing all statutory and/or civil penalties provided by law, including but not limited to, penalties under Labor Code §§ 203, 210, 225.5, 226, 226.3, 226.7, 256, 512, 558, 1174.5, 1194, 1194.2, 1197.1, and 2802 relating to all facts alleged in the complaint;
- m. An award to Plaintiffs and the class Members of reasonable attorneys' fees, costs, and interest thereon pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6, 226, and 1194, and/or other applicable law;
- n. For such other and further relief as the court deems just and proper pursuant to the procedures detailed in labor code §§ 2698 *et seq.*;
- o. For costs of suit and attorneys' fees pursuant to the California Labor Code, the California Unfair Competition Law;
- p. For actual, incidental, and consequential damages for breach of contract;
- q. Injunctive relief;
- r. Interest pursuant to California Labor Code § 218.6;
- s. For all provisions of the labor code violated as described above except those for which a civil penalty is specifically provided, a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

1 t. For all provisions of the labor code violated as described
2 above for which a civil penalty is specifically provided,
3 civil penalties for each aggrieved employee as specifically
4 provided by statute.

5
6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs hereby demand trial of their claims and those of the Class by jury to the extent
8 authorized by law.

9
10 Dated: September 12, 2025

MALLISON & MARTINEZ

11
12 By: 
13 Stan S. Mallison
14 Hector R. Martinez
15 Cody A. Bolce
16 Attorneys for Plaintiffs and a Class
17 of Similarly Situated Employees
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