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8 *Attorneys for Plaintiff, Erik Partida on*
9 *behalf of himself and all others similarly situated*

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12
13 ERIK PARTIDA, on behalf of himself and all others
14 similarly situated,

15 Plaintiff,

16 vs.

17 RALPHS GROCERY COMPANY, and Does 1
18 through 50, inclusive,

19 Defendants.

No. ~~25STCV31146~~

**CLASS ACTION AND PAGA
COMPLAINT**

Unlimited Civil Case
The Amount Demanded Exceeds \$35,000

1 Plaintiff Erik Partida ("Plaintiff"), by his attorneys, brings this action on behalf of himself
2 and all other similarly situated, hereby alleges as follows:

3 **SUMMARY OF CLAIMS**

4 1. This action alleges that Ralphs Grocery Company ("Defendant") engaged in the
5 following unlawful conduct: (1) failing to pay Plaintiff, and proposed class members, all wages
6 when due, in violation of California Labor Code sections 201-204, 510, and 1194; (2) failing to
7 maintain and provide accurate wage statements to Plaintiff, and proposed class members, in
8 violation of California Labor Code section 226; and, (3) failing to provide rest and meal periods,
9 as well as compensation for work without rest and meal periods, to Plaintiff, and proposed class
10 members, in violation of California Labor Code sections 226.7 and 512 and applicable Industrial
11 Welfare Commission Orders ("Wage Orders"). These failures further constitute unfair business
12 practices, in violation of California Business and Professions Code section 17200, et. seq., and
13 violations of California Labor Code section 2698, et. seq., the Private Attorneys General Act
14 ("PAGA"), through which Plaintiff seeks civil penalties.

15 **JURISDICTIONAL ALLEGATIONS**

16 2. Plaintiff is a current employee of Defendant, who has worked for Defendant in
17 California for the past eight years. Throughout his employment with Defendant, Plaintiff has
18 worked as a non-exempt Technician. Technicians travel throughout California to repair equipment
19 at Defendant's grocery stores. Plaintiff is, and was at all relevant times, an adult over 21 years of
20 age, residing in the State of California.

21 3. Defendant is corporation that conducts business throughout California selling
22 groceries, including in the Los Angeles, California, area.

23 4. The names and capacities of Defendants sued herein under California Code of Civil
24 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
25 therefore sues these Defendants by such fictitious names. Plaintiff will seek to amend this
26 Complaint and include these Doe Defendants' names and capacities when they are ascertained.
27 Each fictitiously named Defendants are responsible in some manner for the conduct alleged herein
28

and for the injuries suffered by Plaintiff, the members of the proposed class, aggrieved employees, and the general public.

5. At all times mentioned in the causes of action alleged herein, each and every Defendant was an agent and/or employee of each and every other Defendant and/or the joint employer of Plaintiff and those similarly situated employees that Plaintiff seeks to represent, in that each Defendant controlled the circumstances of Plaintiff's, and similarly situated employees', work. In doing the things alleged in the causes of action stated herein, each and every Defendant was acting within the course and scope of this agency or employment and was acting with the consent, permission and authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the causes of action stated herein were ratified and approved by every other Defendant or their officers or managing agents.

GENERAL ALLEGATIONS

6. Defendant operates throughout California selling groceries. Defendant employs Technicians, such as Plaintiff, to travel throughout California to repair equipment at Defendant's grocery stores. Technicians do not report to an office every day. Rather, Technicians begin and end their work day at their homes. Defendant provides Technicians with company vehicles, which Technicians park at their homes, in which Technicians store and transport the tools and parts necessary to perform their jobs.

7. Until recently, throughout Plaintiff's employment, Defendant began Technicians' work day at Technicians' home. Technicians clocked in when they started their company vehicles and headed out for the first job assignment of the day. Technicians ended their work day and clocked out when they arrived home. However, Defendant informed Plaintiff, and all similarly situated Technicians that, effective August of 2025, Defendant will implement a new program whereby Defendant will subtract a certain number of minutes from the total hours worked in a day for what Defendant's referred to as the "standard commute time." What this means is that Defendant instructed Technicians that a "standard commute time," i.e., 30 minutes, will be deducted from their total time worked in a day. Through this practice, Defendant will fail to pay Technicians for all time worked.

1 8. In addition to regular hours, Defendant also regularly requires Technicians to be on
2 “standby.” However, Defendant does not pay Plaintiff, or the other similarly situated Technicians,
3 for standby time. Because Defendant does not pay for all hours worked by excluding from hours
4 worked what Defendant refers to as the “standard commute time,” and for failing to pay for standby
5 time, Defendant fails to pay Technicians for all hours worked in violation of California Labor Code
6 sections 201-204 and all overtime compensation due pursuant to California Labor Code sections 510
7 and 1194.

8 9. As stated, Plaintiff, and all other similarly situated Technicians, drive company
9 vehicles to the assigned stores to perform the requested repairs. Defendant installs GPS trackers in
10 the company vehicles to monitor Technicians’ location at all times. Defendant assigns Technicians’
11 jobs also requires Technicians to follow a strict schedule to complete the assigned jobs during the
12 day. In connection with this time schedule, Defendant also requires Technicians to document the
13 time spent on each task throughout the day. Defendant instructs Technicians to track their time on
14 electronic time sheets and to list specifically when they are performing work-related activities.
15 Defendant also requires Technicians to reflect the specific type of activity the Technicians perform
16 and when the Technicians “actually start” a given assignment and when the Technicians “actually
17 stop” performing a specific assignment.

18 10. Defendant also instructs Technicians that when they are not performing work-related
19 activities to reflect this fact time on the time sheets and identify that time on the time sheets, as “non
20 work activity” such as “break.” Pursuant to Defendant’s instructions, the time sheets identify when
21 the Technicians are able to take breaks. Even though the time sheets also reflect when the
22 Technicians were not able to take breaks, Defendant did not pay Technicians any additional
23 compensation for missed breaks.

24 11. Similarly, even when the time sheets reflect that Technicians either did not get a meal
25 break, or the meal break did not occur in the first 5 hours of the work day, Defendant again did not
26 pay the Technicians any additional compensation for missed meal breaks. Defendant also did not
27 pay the additional hour of compensation if Technicians worked more than 10 hours a day and were
28 entitled to a second meal break and this meal break did not occur or occurred late. To Plaintiff’s

1 knowledge, Defendant does not, and has not during his employment, paid any additional
2 compensation for missed rest or meal breaks in violation of California Labor Code Sections 226.7,
3 512 and 558.

4 12. Even though Defendant requires Technicians to keep track of their time by
5 assignment, Defendant's supervisory employees routinely call Technicians after hours, on
6 Technicians' personal cell phones, for work-related matters. Defendant does not compensate
7 Technicians for the time spent responding to such calls after Technicians clock out. As a result,
8 Defendant fails to pay Technicians for all hours worked in violation of California Labor Code
9 sections 201-204 and also fails to pay Technicians all overtime compensation due pursuant to
10 California Labor Code sections 510 and 1194.

11 13. From time to time, Defendant pays Technicians various non-discretionary bonus pay.
12 However, Defendant does not include this pay into the regular rate of pay calculation when
13 computing overtime and, because it did not pay the additional hour of compensation for missed
14 breaks, Defendant also did not include this additional compensation when determining the proper
15 amount of the additional hour of compensation for missed meal/rest breaks. These practices
16 violated Labor Code sections 201-204, 226.7, 510, 512 and 1194. Defendant's failure to pay all
17 wages owed also gives rise to waiting time penalties under California Labor Code section 203.

18 14. Because of the practices set forth above, Defendant did not provide Plaintiff, and
19 similarly situated Technicians, with accurate wage statements as required by California Labor Code
20 section 226(a), in that the wage statements were not provided in hard copy, and only made available
21 on-line, and did not reflect all net and gross wages earned. In addition, the wage statements
22 provided do not comply with section 226(a) in that the statements include many terms/procedures
23 that are not explained and are unintelligible. For example, the wage statements refer to a "factor," a
24 rate by which Defendant apparently multiplies the regular and/or overtime rates. However, this
25 factor is not explained to the Technicians. In addition, Defendant pays something called a
26 "blended" rate of pay, and something called a "blended retro." These terms are similarly not
27 explained and it is therefore not possible to discern from the face of the wage statements either the
28 source of the terms or how Defendant conducted the various calculations.

1 **CLASS ALLEGATIONS**

2 15. Plaintiff is, and at all relevant times was, a resident of the State of California.
3 Plaintiff sues on behalf of himself and all similarly situated Technicians employed by Defendant
4 in California during the four years preceding the filing of this complaint to the present.

5 16. Because Defendant failed to provide Plaintiff, in his employment with Defendant
6 as a Technician, payment for all hours worked, for all wages when due, for missed rest and meal
7 breaks, and accurate itemized wage statements, Plaintiff's claims are typical of those of the
8 proposed class members.

9 17. Plaintiff will fairly and adequately represent and protect the interests of the
10 members of the proposed class in that he has no disabling conflict of interest that would be
11 antagonistic to those of the other members of the proposed class. Plaintiff retained counsel who
12 are competent and experienced in the prosecution of class action wage and hour violations.

13 18. The proposed class is sufficiently numerous and the class members are
14 geographically dispersed throughout California, the joinder of whom in one action is
15 impracticable, such that the disposition of whose claims in a class action will provide substantial
16 benefits to both the parties and the Court.

17 19. There is a well-defined community of interest in the questions of law and fact
18 involved affecting the parties to be represented. The questions of law and fact common to the
19 proposed class and predominate over questions that may affect individual class members include,
20 but are not limited to, the following:

- 21 a. Whether Defendant implemented and engaged in a practice whereby
22 Defendant failed to include all non-discretionary compensation when
23 calculating overtime and double time rates, and in the calculation of the
24 additional hour of compensation owed for missed rest and meal breaks;
- 25 b. Whether Defendant implemented and engaged in a practice whereby
26 Defendant failed to pay proposed class members all wages due;
- 27 c. Whether Defendant implemented and engaged in a practice whereby
28 Defendant failed to maintain and provide accurate wage statements to

- 1 proposed class members;
- 2 d. Whether Defendant implemented and engaged in a practice whereby
- 3 Defendant failed to provide proposed class members rest and meal periods,
- 4 as well as compensation for work without rest and meal periods; and
- 5 e. Whether the acts and practices of Defendant as alleged herein violated, *inter*
- 6 *alia*, applicable provisions of the California Labor Code, including but not
- 7 limited to sections 201-204, 226, 226.7, 510, 512, 1194, the applicable
- 8 Industrial Welfare Commission Orders, California Business & Professions
- 9 Code section 17200, *et seq.*, and the Private Attorneys General Act of 2004
- 10 (the PAGA), California Labor Code section 2698, 2699, 1174, *et. seq.*

11 20. Plaintiff and proposed class members all have similarly suffered irreparable harm

12 and damages as a result of Defendant's unlawful and wrongful conduct, including, but not limited

13 to, Defendant's pattern and practice of: (1) failing to pay all wages when due, and all associated

14 waiting time penalties, in violation of Labor Code sections 201-204, 510, and 1194; (2) failing to

15 furnish accurate itemized wage statements, in violation of Labor Code section 226; (3) failing to

16 include all non-discretionary compensation in the regular rate of pay calculation; and, (4) failing to

17 provide rest and meal breaks or pay compensation for missed rest and meal breaks. These failures

18 further constitute unfair business practices, in violation of California Business and Professions

19 Code section 17200, *et. seq.*, and violations of California Labor Code section 2698, *et. seq.*, the

20 Private Attorneys General Act of 2004 ("the PAGA"), through which Plaintiff seeks civil

21 penalties. These issues are common to all proposed class members, making class treatment

22 especially appropriate. Because the actions of Defendant toward proposed class members follow

23 common patterns, all of which are reflected in records possessed by Defendant, this action will

24 provide substantial benefits to all proposed class members. Absent this action, Defendant's

25 unlawful conduct will continue unremedied and uncorrected.

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1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Wages When Due in Violation of Cal. Lab. Code §§ 201-204)**

3 21. Plaintiff and proposed class members incorporate by reference the allegations
4 contained the foregoing paragraphs of this complaint as if fully set forth herein.

5 22. During the relevant period, Defendant failed to pay Plaintiff and proposed class
6 members for all hours worked including for standby time, for time spent responding to calls after
7 clocking out, and for all the time spent in the company vehicles transporting Defendant's tools and
8 parts necessary for Plaintiff and the class members to perform their job. Defendant's failure to
9 pay for all time worked violated Labor Code sections 201-204.

10 23. During the relevant time period, the employment of numerous proposed class
11 members with Defendants ended. Defendants did not pay these proposed class members all wages
12 due either immediately upon termination or within seventy-two hours of resignation, and failed to
13 pay those sums for up to thirty days thereafter, in violation of California Labor Code sections 203.
14 Defendant's actions were willful and therefore violates California Labor Code section 203 in that
15 Defendant knew or should have known wages were due to proposed class members, but
16 Defendants failed to pay them. These violations give rise to civil penalties, pursuant to California
17 Labor Code section 203. Plaintiff and proposed class members are therefore entitled to the relief
18 requested below.

19 24. Pursuant to California Labor Code section 218.6, and Civil Code section 3287,
20 Plaintiff and proposed class members seek recovery of pre-judgment interest on all amounts
21 recovered herein. Pursuant to California Labor Code section 218.5, Plaintiff and proposed class
22 members request that the Court award reasonable attorneys' fees and costs incurred by them in
23 this action.

24 **SECOND CAUSE OF ACTION**

25 **(Failure to Pay Regular/Overtime Wages In Violation of Labor Code Sections 510 and 1194)**

26 25. Plaintiff and proposed class members incorporate by reference the allegations
27 contained the foregoing paragraphs of this complaint as if fully set forth herein.

1 26. During all relevant periods, Defendant did not pay Plaintiff and proposed Class
2 Members for all hours worked, including for all time Defendant deducts under its new policy as
3 “standard commute time,” standby time, for time spent working through meal breaks, and time
4 spent on work-related calls after clocking out. Because Defendant did not pay for this time,
5 Defendant did not compensate Plaintiff and class members for all time worked in excess of 8
6 hours per day and 40 hours per week, and therefore did not pay all overtime and double time
7 compensation owed or at the proper rate of pay. This failure violated both the California Labor
8 Code, sections 510 and 1194, and the pertinent Industrial Welfare Commission Wage Orders,
9 which required that employers pay employees for all hours worked and that all work performed by
10 an employee in excess of 8 hours per day and 40 hours per week be compensated at no less than
11 one and one-half times the employee’s regular rate of pay.

12 27. In addition, although Defendant routinely paid Plaintiff and class members non-
13 discretionary bonuses, Defendant did not include this additional compensation when calculating
14 the regular rate of pay when determining overtime and/or double time. This too violated
15 California Labor Code sections 510 and 1194 in that Defendant failed to pay Plaintiff and class
16 members overtime and double time at the proper rate. These failures resulted in Defendant failing
17 to provide Plaintiff and proposed class members accurate wage statements as required by
18 California Labor Code §§ 226. Plaintiff and proposed class members are entitled to recover their
19 unpaid regular and overtime compensation and penalties arising therefrom. Plaintiff, and those he
20 seeks to represent, are also entitled to recover liquidated damages as provided by California Labor
21 Code section 1194.2(a).

22 28. Pursuant to California Labor Code section 218.6, and Civil Code section 3287,
23 Plaintiff and proposed class members seek recovery of pre-judgment interest on all amounts
24 recovered herein. Pursuant to California Labor Code sections 226, 510 and 1194, Plaintiff and
25 proposed class members request that the Court award reasonable attorneys’ fees and costs incurred
26 by them in this action.

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1 **THIRD CAUSE OF ACTION**

2 **(Failure to Provide Meal Periods or Provide Compensation for Missed Meal Periods**
3 **In Violation of California Labor Code §§ 226.7 and 512).**

4 29. Plaintiff and proposed class members incorporate by reference the allegations
5 contained the foregoing paragraphs of this complaint as if fully set forth herein.

6 30. Pursuant to California Labor Code section 226.7(c) “[i]f an employer fails to
7 provide an employee a meal or rest or recovery period...the employer shall pay the employee one
8 additional hour of pay at the employee’s regular rate of compensation for each workday that the
9 meal or rest or recovery period is not provided.”

10 31. Pursuant to California Labor Code section 512(a), an “employer may not employ
11 an employee for a work period of more than five hours per day without providing the employee
12 with a meal period of not less than 30 minutes, except that if the total work period per day of the
13 employee is no more than six hours...”

14 32. Given the number of assignments Technicians receive during a day, and
15 Defendant’s practice of requiring Technicians to follow a strict schedule, Plaintiffs, and proposed
16 class members, were routinely not provided compliant meal breaks. Defendant was at all times
17 aware of precisely when Plaintiff and proposed class members were not able to take meal breaks,
18 as the time records reflect when this occurs, given Defendant specifically instruct Technicians to
19 reflect on their time sheets when they are not performing work-related activities and are on breaks.
20 Defendant was at all times aware of when Plaintiff and proposed class members were not able to
21 take timely meal breaks, i.e., within the first 5 hours of work, or otherwise non-compliant meal
22 breaks, i.e., meal breaks that did not last 30 minutes, or after 10 hours of work, as this information
23 too is reflected in the time sheets.

24 33. Defendant further failed to pay Plaintiffs, and proposed class members, one
25 additional hour of pay at Plaintiffs, and proposed class member’s, regular rate of compensation for
26 each workday that Defendant failed to provide meal period, in violation of California Labor Code
27 section 226.7. As to Plaintiff’s knowledge, Defendant never paid the additional hour of
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1 compensation, Defendant also did not properly calculate the additional compensation, as it did not
2 include all compensation earned in the calculation of the additional hour of compensation.

3 34. As a result of these failures, Plaintiff, and proposed class members, are entitled to
4 recover the additional hour of compensation for missed meal breaks as set forth in California
5 Labor Code sections 226.7(c) and pre-judgment interest on all amounts recovered for unpaid meal
6 periods as set forth in California Labor Code section 218.6, and Civil Code section 3287. Pursuant
7 to Labor Code section 218.5, Plaintiff, and those he seek to represent, are also entitled to recover
8 attorneys' fees and costs incurred by them to bring this action.

9 **FOURTH CAUSE OF ACTION**

10 **(Failure to Authorize, Permit and/or Make Available Rest Periods**

11 **in Violation of California Labor Code §§ 226.7 and Applicable IWC Wage Orders)**

12 35. Plaintiff and proposed class members incorporate by reference the allegations
13 contained in the foregoing paragraphs as if fully set forth herein.

14 36. California Labor Code section 226.7 and the applicable IWC Wage Orders require
15 Defendant to authorize, permit, and/or make available timely and compliant rest periods to its
16 employees. Per applicable IWC Wage Orders, "Every employer shall authorize and permit all
17 employees to take rest periods, which insofar as practicable shall be in the middle of each work
18 period. The authorized rest period time shall be based on the total hours worked daily at the rate
19 of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest
20 period need not be authorized for employees whose total daily work time is less than three and
21 one-half (3½) hours."

22 37. Under Labor Code § 226.7 (b) and applicable Wage Orders, an employer who fails
23 to authorize and permit a required rest period must, as compensation, pay the employee one hour
24 of pay at the employee's regular rate of compensation for each workday that the rest period was
25 not authorized or permitted.

26 38. Despite these requirements, Defendant knowingly and willfully refused to perform
27 its obligations to authorize and permit Plaintiff and proposed class members to take timely and
28 compliant off-duty rest breaks to which they are and were entitled. Given the number of

1 assignments Defendant assigns Technicians, and Defendant's practice of adhering to a strict time
2 schedule, Plaintiff and proposed class members were routinely unable to take rest breaks and
3 therefore denied their required rest periods.

4 39. In connection with this time schedule, Defendant also requires Technicians to
5 document the time spent on each task throughout the day. Technicians are instructed to track their
6 time on electronic time sheets and to list specifically when they are performing work-related
7 activities. Defendant requires technicians to reflect the type of activity the Technicians perform
8 and when the Technicians "actually start" a given assignment and when the Technicians "actually
9 stops" performing a specific assignment. Defendant also instructs Technicians that when they are
10 not performing work-related activities to reflect that time on the time sheets and identify that time
11 on the time sheets, as "non work activity" such as "break." Pursuant to Defendant's instructions,
12 the time sheets identify when the Technicians are able to take breaks. Even though the time sheets
13 also reflect when the Technicians were not able to take rest breaks, Defendant did not pay
14 Plaintiff, or proposed class members, the additional hour of compensation owed to them for the
15 missed rest breaks.

16 40. Pursuant to Labor Code sections 218.6, and Civil Code section 3287, Plaintiff, and
17 those he seeks to represent, are entitled to recover pre-judgment interest on all amounts of unpaid
18 wages recovered. Pursuant to Labor Code section 218.5, Plaintiff, and those he seeks to represent,
19 are also entitled to recover attorneys' fees and costs incurred by them to bring this action.

20 **FIFTH CAUSE OF ACTION**

21 **(Wage Statement Violations: Cal. Lab. Code § 226)**

22 41. Plaintiff and proposed class members incorporate by reference the allegations
23 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

24 42. During the relevant time period, Defendant failed to furnish accurate itemized wage
25 statements to Plaintiff and proposed class members, containing information as required by
26 California Labor Code sections 226(a)(1) gross wages earned and (5) net wages earned. Given
27 that Defendant failed to pay Plaintiff and those he seeks to represent for all hours worked, and
28 failed to properly calculate the regular rate of pay and overtime compensation, and/or the

1 additional hour for missed breaks, Defendant also violated California Labor Code section
2 226(a)(9) in that the wage statements reflected improper rates of pay. These failures caused
3 Plaintiff and class members to suffer injury as defined by California Labor Code section
4 226(e)(2)(B)(i). Defendant also failed to actually provide wage statements, but rather only made
5 the statements available on the internet and also failed to provide reimbursement, or a record of
6 reimbursements, on the wage statements.

7 43. As a result of Defendant's failures, Plaintiff and proposed class members are
8 entitled to recover the damages and penalties and attorneys' fees as set forth in California Labor
9 Code section 226(e)(1).

10 44. Plaintiff also seeks penalties for Defendant's violations of California Labor Code
11 section 226(a)(1), (5), and (9) pursuant to California Labor Code sections 2699.3 and 2699.5, and
12 attorneys' fees pursuant to sections 226(e)(1) and 2699(k)(1). Plaintiff and proposed class
13 members are therefore entitled to the relief requested below.

14 **SIXTH CAUSE OF ACTION**

15 **(Unlawful, Unfair And Fraudulent Business Practices Pursuant** 16 **To Business & Professions Code § 17200, et seq.)**

17 45. Plaintiff and the members of the proposed class incorporate by reference the
18 allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

19 46. Business & Professions Code section 17200, et seq., prohibits acts of unfair
20 competition, defined as an "unlawful, unfair, or fraudulent business act or practice."

21 47. The policies, acts and practices heretofore described were and are unlawful
22 business acts or practices because Defendant's failure to pay for all regular and overtime hours
23 worked, failure to properly calculate the regular rate of pay and therefore inaccurately calculated
24 overtime compensation, failure to provide and/or make available rest and meal breaks and/or pay
25 the additional hour of compensation for missed rest and meal breaks, and failure to provide
26 accurate wage statements as required by law violates applicable Labor Code sections, including
27 but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, and 1194,
28 applicable Industrial Welfare Commission Wage Orders, and other provisions of California

1 common and/or statutory law. Plaintiff reserves the right to allege additional statutory and
2 common law violations by Defendant. Such conduct is ongoing to this date.

3 48. Further, the policies, acts or practices described herein were and are an unfair
4 business act or practice because any justifications for Defendant's illegal and wrongful conduct
5 were and are vastly outweighed by the harm such conduct caused to Plaintiff, proposed class
6 members, and the members of the general public. Such conduct is ongoing to this date.

7 49. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaps and
8 continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed class
9 members. Defendant should be made to disgorge ill-gotten gains and provide restitution to class
10 members and Plaintiff for the wrongfully withheld wages pursuant to Business and Professions
11 Code section 17203.

12 50. Accordingly, Plaintiff and the members of the proposed class respectfully request
13 that the Court award judgment and relief in their favor, to provide restitution, and other types of
14 equitable relief.

15 **SEVENTH CAUSE OF ACTION**

16 **(California Labor Code section 2699, the California Private Attorneys General Act (PAGA))**

17 51. Plaintiff, and all others similarly situated aggrieved employees, incorporate by
18 reference the allegations contained in the foregoing paragraphs of this complaint as if fully set
19 forth herein.

20 52. The policies, acts and practices heretofore described were and are unlawful because
21 Defendant's failure to provide employees rest and meal breaks; failure to pay employees
22 compensation for work without meal and rest periods; failure to timely pay employees for all
23 hours worked and to timely pay all wages and overtime compensation due; failure to include all
24 remuneration in the regular rate of pay; and, failure to provide accurate itemized wage statements
25 to Plaintiff, and all other similarly situated employees, violates applicable Labor Code sections
26 and gives rise to statutory and civil penalties as a result of such conduct, including but not limited
27 to penalties as provided by Labor Code sections 201, 202, 203, 204, 204b, 226, 226.7, 510, 512,
28 1174, 1194, 2698, 2699(f), and 2699.5, and applicable Industrial Welfare Commission Wage
Orders. Plaintiff, as an aggrieved employee, hereby seeks recovery of civil penalties as prescribed

1 by the PAGA on behalf of himself and other current and former employees of Defendant against
2 whom one or more of the violations of the Labor Code was committed.

3 53. On July 14, 2025, Plaintiff gave written notice by website upload to the California
4 Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of
5 Labor Code violations as prescribed by California Labor Code section 2699.3. Plaintiff has not
6 received written notification by the LWDA of an intention to investigate the allegations set forth
7 in the July 14, 2025, notice, or written notice of cure from Defendant, as prescribed by California
8 Labor Code section 2699.3.

9 **PRAYER FOR RELIEF**

10 WHEREFORE Plaintiff, the proposed class members, and aggrieved employees, pray for
11 judgment and relief as follows:

- 12 1. An order certifying that the action may be maintained as a class action;
- 13 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
14 available under each cause of action;
- 15 3. For recovery of penalties as provided by the PAGA;
- 16 4. An order enjoining Defendant from pursuing the policies, acts, and practices
17 complained of herein;
- 18 5. Reasonable attorneys' fees pursuant to California Labor Code §§ 218.5, 226(e),
19 1194(a), 2699(k), and any other applicable statutory provisions allowing for the
20 recovery of attorneys' fees;
- 21 6. Costs of this suit;
- 22 7. Liquidated damages;
- 23 8. Pre- and post-judgment interest; and,
- 24 9. Such other and further relief as the Court deems just and proper.

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JURY DEMAND

Plaintiffs hereby demand a trial by jury.

Date: October 23, 2025

WORKMAN LAW FIRM, PC

By:

A handwritten signature in black ink, appearing to read 'RW', is written over a horizontal line.

Robin G. Workman

*Attorneys for Erik Partida, and all others
similarly situated*