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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 BRISBANI VELASCO, JOSE HUERTA and
RAMON LUIS SANCHEZ HERNANDEZ on
13 behalf of themselves, and those similarly
situated,
14

15 Plaintiffs,

16 vs.

17 NATURES SOLUTION LLC; GISELA
HERNANDEZ; BAGGIE FARMS EXPRESS,
18 INC.; RAVEN PATRICIA E TRUSTEE; PANU
INVESTMENTS LLC; KY FARMING, LLC;
19 BALAKIAN DAVID V SERIMIAN DANIEL
L; DHANDA BALVINDER KAUR DHANDA
20 SARBJEET; MCARRON LEE ETTA I
TRUSTEE ROAM JONI LEA; and DOES 1
21 through 50,

22 Defendants.
23
24

Case No. 25CECG03349

**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 Provide Rest Periods or Pay Additional Wages in Lieu Thereof;
4. Failure to Pay Minimum Wages;
5. Waiting Time Penalties;
6. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;
7. Failure to Provide Reimbursement for Necessary Business Expenditures;
8. Violation of the Unfair Competition Law, California Business & Professions Code §§17200 *et seq.*; and
9. Penalties under Cal. Labor Code § 2699 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Brisbani Velasco (“Velasco”), Jose Huerta (“Huerta”), and Ramon Luis Sanchez Hernandez (“Ramon Hernandez”) (collectively “Plaintiffs”) bring this action against Defendants Natures Solution LLC (“Natures Solution”), Gisela Hernandez, Baggie Farms Express, Inc., Raven Patricia E Trustee, Panu Investments LLC, Ky Farming, LLC, Balakian David V Serimian Daniel L, Dhanda Balvinder Kaur Dhanda Sarbjeet, Mcarron Lee Etta I Trustee Roam Joni Lea, and DOES 1 through 50 (collectively “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 their 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 Defendants’ failure to pay non-exempt employees all wages it owed them by failing to pay for rest and recovery periods and other nonproductive time separate from any piece-rate compensation and failing to provide non-exempt employees with legally compliant meal periods. 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 in conformance with California law.

4. Defendants have employed Plaintiffs and the Class directly and are sued as joint employers, agents, and/or alter egos. Gisela Hernandez is sued as a “person,” pursuant to California Labor Code §§ 18, 558, and 558.1, who violated or caused to be violated the Labor Code and other regulations governing wages, hours, and conditions of employment. Liability under Labor Code §§ 18, 558, and 558.1 does not require that individual defendants be employers.

5. Plaintiffs further allege Defendant Gisela Hernandez is a “person acting on behalf of an employer” within the meaning of Labor Code § 558.1 who violated or caused to be violated California Labor Code §§ 203, 226, 226.2, 226.7, 1194, and 2802, as well as the provisions “regulating minimum wages or hours and days of work” as enumerated in applicable IWC wage order. As such, Defendant Gisela Hernandez can be held liable as an employer for such violations sustained by Plaintiffs and the Class that occurred after January 1, 2016, pursuant to Labor Code § 558.1.

6. Plaintiffs are informed and believe and thereon allege that 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.

7. Plaintiffs were seasonal agricultural workers employed by Defendants to prune and tie grape vines and to harvest berries in Fresno County. Defendants often failed to timely pay Plaintiffs and the Class. Defendants paid Plaintiffs and the Class in cash and failed to provide wage statements.

8. The core violations Plaintiffs allege against Defendants for themselves and the Class are: (1) failure to provide meal periods or appropriately compensate employees in lieu thereof; (2) failure to pay minimum wage for all hours worked; (3) failure to compensate non-exempt employees for rest and recovery periods and/or other nonproductive time separate from any piece-rate compensation; (4) failure to pay all wages owed upon separation from employment; (5) failure to provide accurate, itemized wage statements; (6) failure to provide rest and recovery periods; and (7) failure to reimburse for business expenses. Additional derivative violations are described below.

9. Defendants have refused to pay all wages due and owed to Plaintiffs and the Class 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. Defendants also failed to provide necessary tools such as scissors or shears and/or did not compensate Plaintiffs and the Class for the expense of providing their own.

10. 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

11. Velasco is a resident of Fresno County, California. At all relevant times herein, she 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. Velasco was hired by Defendants to work in Fresno County. During the relevant time period, Velasco worked for Defendants in Fresno County performing services covered by an applicable Wage Order during the Class Period. Velasco suffered injury in fact and loss of property because of Defendants' conduct described in this Complaint.

12. Huerta 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. Huerta was hired by Defendants to work in Fresno County. During the relevant time period, Huerta worked for Defendants in Fresno County, performing services covered by an applicable Wage Order during the Class Period. Huerta suffered injury in fact and loss of property because of Defendants' conduct described in this Complaint.

13. Ramon Hernandez is a resident of Madera 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. Ramon Hernandez was hired by Defendants to work in Fresno County. During the relevant time period, Ramon Hernandez worked for Defendants in Fresno County,

1 performing services covered by an applicable Wage Order during the Class Period. Ramon
2 Hernandez suffered injury in fact and loss of property because of Defendants' conduct described
3 in this Complaint.

4 14. At all times relevant Baggie Farms Express, Inc. owned, controlled, or operated a
5 business or establishment that employed persons within the meaning of the applicable Industrial
6 Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this
7 case. Joint and several liability attaches to Baggie Farms Express, Inc. as a joint employer with
8 Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class
9 Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Baggie Farms Express,
10 Inc. pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

11 15. At all times relevant Raven Patricia E Trustee owned, controlled, or operated a
12 business or establishment that employed persons within the meaning of the applicable Industrial
13 Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this
14 case. Joint and several liability attaches to Raven Patricia E Trustee as a joint employer with
15 Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class
16 Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Raven Patricia E
17 Trustee pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

18 16. At all times relevant Panu Investments LLC owned, controlled, or operated a
19 business or establishment that employed persons within the meaning of the applicable Industrial
20 Welfare Commission Orders, and operated as a direct or joint employer of Class Members in this
21 case. Joint and several liability attaches to Panu Investments LLC as a joint employer with
22 Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class
23 Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Panu Investments LLC
24 pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

17. At all times relevant Ky Farming, LLC 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 Ky Farming, LLC as a joint employer with Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Ky Farming, LLC pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

18. At all times relevant Balakian David V Serimian Daniel L 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 Balakian David V Serimian Daniel L as a joint employer with Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Balakian David V Serimian Daniel L pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

19. At all times relevant Dhanda Balvinder Kaur Dhanda Sarbjeet 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 Dhanda Balvinder Kaur Dhanda Sarbjeet as a joint employer with Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Dhanda Balvinder Kaur Dhanda Sarbjeet pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

20. At all times relevant Mcarron Lee Etta I Trustee Roam Joni Lea 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 Mcarron Lee Etta I Trustee Roam Joni Lea as a joint employer with Defendant Natures Solution LLC for the payment of wages and penalties to Plaintiffs and Class Members under Labor Code § 2810.3(b)(1). Plaintiffs provided notice to Mcarron Lee Etta I Trustee Roam Joni Lea pursuant to Labor Code § 2810.3(b)-(d) on July 9, 2025.

21. Plaintiffs and the Class were regularly subjected to, or had personal knowledge of, the violations described in this Complaint.

22. 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.

23. At all times relevant, Natures Solution was a California Corporation which conducts business in and around the district. On information and belief, Natures Solution has dozens of employees and provides labor to the agricultural industry. Natures Solution's violations include: 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 and premium wages; refusing to provide proper meal and rest periods or to provide premium wages in lieu thereof; failing to provide accurate wage statements; failing to reimburse for business expenses; and failing to pay all wages owed upon separation from employment.

24. At all times relevant, Gisela Hernandez was, on information and belief, a Field Supervisor with Natures Solution and was in charge of making major corporate decisions and managing the operations of the corporation during the relevant time period. As such, she was on notice, whether actual or constructive, of all of the violations described above, and failed to prevent or address them. On information and belief, Gisela Hernandez is an owner, director, officer, or managing agent of Natures Solution who controlled and caused the violations at issue here either by making illegal policies, implementing illegal policies, or failing to correct illegal policies. Gisela Hernandez is therefore liable as a person acting on behalf of Natures Solution under California Labor Code § 558.1. Plaintiffs allege Defendant Gisela Hernandez is liable under Labor Code §§ 558 and 1197.1, as a “person” who violated or caused to be violated the Labor Code and Wage Orders listed in this complaint, by exercising control over and involvement in the creation and/or implementation of the wage and hour practices and policies that are the subject matter of this complaint. Plaintiffs allege Gisela Hernandez was personally responsible for paying Plaintiffs and the Class below minimum wage and in cash without wage statements.

25. 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. These acts and omissions 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 Defendants complained of herein.

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

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28. 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 Fresno County.

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- 1 a. Failing to accurately calculate and pay for rest and recovery
2 periods and failure to record and compensate for other
3 nonproductive time 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 during the pay period;
- 8 c. Requiring Class Members, including Plaintiffs, to work at least
9 five (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 employee's 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 premium wages to Plaintiffs and the
15 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 Plaintiffs and the Class at least 10 minutes of
20 uninterrupted rest period time for each four hours worked;
- 21 f. Failing to provide Class Members, including Plaintiffs, with
22 accurate itemized wage statements in violation of California law
23 and public policy;
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- g. Failing to pay to Class Members, including Plaintiffs, all wages owed including those for rest and meal periods, rest and recovery time and all piece-rate work, as detailed above, upon separation from employment – whether voluntary or not – in violation of California law and policy;
- h. 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;
- i. Failing to provide necessary work equipment (e.g., scissors and/or shears) and/or failure to reimburse Plaintiffs and the Class for the expense of providing their own equipment; and
- j. Engaging in unfair competition in violation of the UCL, Bus. & Prof. §§17200 *et seq.*, as a result of failing to pay wages owed and generate and maintain accurate records as described above.

31. 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).

32. Defendants failed to compensate for all “hours worked” within the meaning of the applicable IWC Wage Order 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, failure to pay rest and recovery periods and nonproductive time for piece-rate workers, and other activities. By their conduct, Defendants make clear they are intentionally and maliciously subverting California minimum wage

1 requirements, resulting in loss of property to Plaintiffs and the Class as a result of Defendants'
2 payroll policies.

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

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

14 35. Defendants failure to compensate non-exempt employees for all "hours worked,"
15 failure to authorize and permit requisite meal periods and to pay premium wages for missed meal
16 periods, failure to pay for all hours worked at the regular rate and failure to pay wages at
17 termination in addition to the other violations alleged above, during all relevant times herein was
18 intentional, willful, and deliberate.

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

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

1 38. Plaintiffs allege Defendants are liable to them and the Class for the violations
2 described herein as employers and/or “persons” who violated the Labor Code and IWC
3 regulations or caused such violations under Labor Code § 558.

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

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

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

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

18
19 **NUMEROSITY**

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

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

COMMONALITY

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

- a. Whether Defendants violated §§ 17200 *et seq.* of the Business and Professions Code by the violation of California labor laws;
- b. Whether Defendants violated the California Labor Code and Wage Orders as a result of the allegations described in this complaint;
- c. Whether Defendants violated the California Labor Code and Wage Orders by compensating Plaintiffs and other Class Members at hourly wage rates below the minimum wage rate;
- d. Whether Defendants violated the California Labor Code and Wage Orders by failing to provide lawful meal or rest periods or discouraging Plaintiffs and the Class from taking them and failing to pay premium wages in lieu thereof, in violation of California law;
- e. Whether Defendants violated the California Labor Code and Wage Orders by failing to pay Plaintiffs and other Class Members for rest and recovery periods and other nonproductive time separate from any piece-rate compensation;
- f. Whether Defendants violated the California Labor Code and Wage Orders by failing to, among other things, maintain accurate records of Plaintiffs and other Class Members' earned wages, work periods, hours worked, and wages earned;
- g. Whether Defendants violated the California Labor Code and Wage Orders by failing to pay all earned wages due and/or premium wages due and owing at the time that the employment of any Class Members, including Plaintiffs, ended; and

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

TYPICALITY

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

ADEQUACY OF REPRESENTATION

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

SUPERIORITY OF CLASS ACTION

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

48. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. It is unlikely individual Class Members have any interest in individually controlling separate

1 actions in this case. Class Members' lack of knowledge of the legal system and limited economic
2 resources would deprive most Class Members of the practical opportunity to pursue their claims
3 were this class action not certified.

4 49. Plaintiffs are unaware of any difficulties likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action. The benefits of
6 maintaining this action on a class basis far outweigh any administrative burden in managing the
7 class action. Conducting the case as a class action would be far less burdensome than prosecuting
8 numerous individual actions.

9 **CLAIMS FOR RELIEF**

10 **FIRST CLAIM FOR RELIEF**

11 **FAILURE TO RECORD AND COMPENSATE NONPRODUCTIVE TIME SEPARATE**
12 **FROM ANY PIECE-RATE COMPENSATION**
13 **CALIFORNIA LABOR CODE § 226.2**
14 **(AGAINST ALL DEFENDANTS)**

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

16 51. Plaintiffs and, on information and belief, the Class were compensated on a piece-
17 rate basis during all pay periods.

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

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

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

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

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56. California Labor Code § 226.2 provides:

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

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

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

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

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

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

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

(ii) The applicable minimum wage.

57. By failing to keep adequate time records as required by Labor Code § 226.2, Defendants have injured Plaintiffs and the Class and made it difficult to calculate rest and recovery and nonproductive time compensation due to Plaintiffs and the Class.

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

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

60. Wherefore, Plaintiffs and the Class request relief as described herein and below.

SECOND CLAIM FOR RELIEF
FAILURE TO PROVIDE PROPER MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
CALIFORNIA LABOR CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDER
(AGAINST ALL DEFENDANTS)

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

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

63. California Labor Code §226.7 provides:

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

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

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

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

1 An "on duty" meal period shall be permitted only when the nature of the work
2 prevents an employee from being relieved of all duty and when by written
3 agreement between the parties an on-the-job paid meal period is agreed to. The
written agreement shall state that the employee may, in writing, revoke the
agreement at any time.

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

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

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

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

21 68. By failing to keep adequate time records required by Labor Code §§ 226 and
22 1174(d), Defendants have injured Plaintiffs and the Class and made it difficult to calculate the
23 unpaid meal period compensation due to Plaintiffs and the Class.

24 69. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
25 deprived of wages in amounts to be determined at trial, and are entitled to recovery of such
26 amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code §§
27 203, 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

1 70. Under California Labor Code § 558.1, any natural person who is an owner,
2 director, officer, or managing agent of an employer, acting on behalf of the employer, who
3 violates or causes to be violated any provision regulating minimum wages or hours and days of
4 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
5 California Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
6 employer for such violation. Therefore, Gisela Hernandez is liable for the violations herein
7 alleged.

8 71. Wherefore, Plaintiffs and the Class request relief as described herein and below.

9
10 **THIRD CLAIM FOR RELIEF**
11 **REST PERIOD VIOLATIONS**
 (CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS)
 PLAINTIFFS AGAINST ALL DEFENDANTS

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

13 73. Plaintiffs allege Defendants failed to provide proper rest periods.

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

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

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

24 77. Wherefore, Plaintiffs and the Class they seek to represent are entitled to recover
25 the full amount of their unpaid rest period wages and all related penalties and remedies.

1 **FOURTH CLAIM FOR RELIEF**
2 **FAILURE TO PAY MINIMUM WAGES**
3 LABOR CODE §§ 1194, 1194.2, 1197(A) & APPLICABLE IWC WAGE ORDER
4 (AGAINST ALL DEFENDANTS)

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

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

8 The minimum wage for employees fixed by the commission is the
9 minimum wage to be paid to employees, and the payment of a less
10 wage than the minimum so fixed is unlawful.

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

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

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

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

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

1 84. California Labor Code § 1194.2 provides:

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

5 85. As described herein, this is an action under California Labor Code § 1194 to
6 recover wages on account of Defendants' failure to pay minimum wages as described in
7 California Labor Code §§ 1197, 1194(a), 1194.2 and the applicable IWC Wage Order. Therefore,
8 Plaintiffs and the Class are also entitled to recover liquidated damages in an amount equal to the
9 wages unlawfully unpaid and interest thereon.

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

17 87. Wherefore, Plaintiffs and the Class request relief as described herein and below.

18 **FIFTH CLAIM FOR RELIEF**
19 **WAITING TIME PENALTIES**
20 CALIFORNIA LABOR CODE §§ 201, 202, & 203
 (AGAINST ALL DEFENDANTS)

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

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

24 90. As described above, Defendants failed to pay minimum, meal period wages, and
25 rest and recovery periods and other nonproductive time separate from any piece-rate
26 compensation; and failed to reimburse Plaintiffs and the Class for necessary expenses incurred in
27 purchasing gloves. Consequently, unpaid wages and monies have accumulated as a result of this

1 practice and Defendants have failed to liquidate these unpaid wages upon separation from
2 employment, whether through voluntary resignation or involuntary termination, in violation of
3 California law.

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

11 92. California Labor Code § 203 provides:

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

23 93. Defendants willfully failed to pay all wages due as the failure to pay was not
24 inadvertent or accidental. As a result, Plaintiffs and the Class are entitled to 30 days' wages. "30
25 days' wages" is calculated pursuant to California case law as 30 working days and not merely a
26 month's wages.

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

95. More than 30 working days have passed since Plaintiffs and many members of the
Class have left Defendants' employment, and despite this, they have not received payment
pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all

1 wages, Plaintiffs and the Class are entitled to 30 days' wages as a penalty under Labor Code §
2 203.

3 96. Under California Labor Code § 558.1, any natural person who is an owner,
4 director, officer, or managing agent of an employer, acting on behalf of the employer, who
5 violates or causes to be violated any provision regulating minimum wages or hours and days of
6 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
7 California Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
8 employer for such violation. Therefore, Gisela Hernandez is liable for the violations herein
9 alleged.

10 97. Wherefore, Plaintiffs and the Class seek the relief as described herein and below.

11
12 **SIXTH CLAIM FOR RELIEF**
13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
14 **LABOR CODE §§ 226, 226.2 & IWC ORDER**
15 **(AGAINST ALL DEFENDANTS)**

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

17 99. California Labor Code Section 226(a) states:

18 Every employer shall, semimonthly or at the time of each payment
19 of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the
21 employee's wages, or separately when wages are paid by personal
22 check or cash, an accurate itemized statement in writing showing
23 (1) gross wages earned, (2) total hours worked by the employee,
24 except for any employee whose compensation is solely based on a
25 salary and who is exempt from payment of overtime under
26 subdivision (a) of Section 515 or any applicable order of the
27 Industrial Welfare Commission, (3) the number of piece-rate units
28 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 employer 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
security number or an employee identification number other than a
social security number may be shown on the itemized statement,
(8) the name and address of the legal entity that is the employer,
and (9) all applicable hourly rates in effect during the pay period
and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payments of wages

1 shall be recorded in ink or other indelible form, properly dated,
2 showing the month, day, and year, and a copy of the statement or a
3 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.

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

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

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

19 103. By knowingly and intentionally failing to provide Plaintiffs and the Class
20 itemized wage statements in conformance with Labor Code § 226, Defendants have also violated
21 Labor Code § 226.6, which is a misdemeanor punishable by fine and/or prison.

22 104. California Labor Code § 226.6 states:

23 Any employer who knowingly and intentionally violates the
24 provisions of Section 226 or 226.2, or any officer, agent,
employee, fiduciary, or other person who has the control, receipt,
25 custody, or disposal of, or pays, the wages due any employee, and
who knowingly and intentionally participates or aids in the
26 violation of any provision of Section 226 or 226.2 is guilty of a
misdemeanor and, upon conviction thereof, shall be fined not more
27 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

1 imprisonment, or both, shall be in addition to any other penalty
2 provided by law.

3 105. Defendants have the ability to pay all wages due and have the ability to provide
4 Plaintiffs and the Class accurate wage statements mandated by Labor Code § 226. But
5 Defendants have willfully refused to pay and accurately state wages, intending to secure instead
6 a discount upon their indebtedness to Plaintiffs and the Class, and intending to annoy harass,
7 oppress, hinder, delay, or defraud Plaintiffs and the Class, in violation of California Labor Code
8 § 226.6.

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

11 107. 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. Therefore, Gisela Hernandez is liable for the violations herein
17 alleged.

18 108. Wherefore, Plaintiffs and the Class request relief as described herein and below.

19
20 **SEVENTH CLAIM FOR RELIEF**
FAILURE TO REIMBURSE ALL BUSINESS EXPENSES
21 **CALIFORNIA LABOR CODE § 2802)**
(AGAINST All DEFENDANTS)

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

23 110. California Labor Code § 2802 provides, in pertinent part:

24 “[a]n employer shall indemnify his or her employee for all necessary
25 expenditures or losses incurred by the employee in direct consequence
26 of the discharge of his or her duties, or of his or her obedience to the
27 directions of the employer, even though unlawful. [. . .] For purposes
of this section, the term ‘necessary expenditures or losses’ shall
include all reasonable costs, including, but not limited to, attorney’s

1 fees incurred by the employee enforcing the rights granted by this
2 section.”

3 111. Defendants failed to provide Plaintiffs and the Class with all supplies necessary to
4 perform their duties as directed by Defendants and further failed to indemnify Plaintiffs and the
5 Class for all necessary expenditures and losses incurred by Plaintiffs and the Class for the benefit
6 of Defendants and to their detriment. As a result, many Class members were required to supply
7 all their own scissors, shears, berry harnesses, and other items. Defendants did not reimburse
8 Plaintiffs and the Class for said expenses.

9 112. By requiring Plaintiffs and the Class to incur business expenses in direct
10 consequence of the discharge of their duties for Defendants and/or in obedience to Defendants’
11 direction without fully reimbursing or indemnifying employees for these expenses, Defendants
12 have violated Labor Code § 2802.

13 113. As a direct and proximate result of Defendants’ unlawful practices and policies,
14 Plaintiffs and the Class have suffered monetary losses, and are entitled to restitution of all
15 expenses incurred in the performance of their work duties, interest thereon, reasonable attorneys’
16 fees and costs, and all applicable statutory penalties available for the Defendants’ violations of
17 Labor Code § 2802.

18 114. Defendants have willfully failed to reimburse Plaintiffs and the Class for all
19 business expenses. Plaintiffs and the Class are entitled to reimbursement of such expenses
20 pursuant to Labor Code § 2802, interest, attorneys’ fees, and costs.

21 115. Under California Labor Code § 558.1, any natural person who is an owner,
22 director, officer, or managing agent of an employer, acting on behalf of the employer, who
23 violates or causes to be violated any provision regulating minimum wages or hours and days of
24 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
25 California Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
26 employer for such violation. Therefore, Gisela Hernandez is liable for the violations herein
27 alleged.

1 116. Plaintiffs, on behalf of themselves and the proposed Class, request reimbursement
2 and/or indemnification for their required business expenses as stated herein, and other relief as
3 described below.

4
5 **EIGHTH CLAIM FOR RELIEF**
6 **VIOLATION OF UNFAIR COMPETITION LAW**

7 CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200 *et seq.*
8 (AGAINST NATURES SOLUTION, LLC; BAGGIE FARMS EXPRESS, INC.; RAVEN
9 PATRICIA E TRUSTEE; PANU INVESTMENTS LLC; KY FARMING, LLC; BALAKIAN
10 DAVID V SERIMIAN DANIEL L; DHANDA BALVINDER KAUR DHANDA SARBJEET;
11 and MCARRON LEE ETTA I TRUSTEE ROAM JONI LEA)

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

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

- 16 a. Requiring Class Members, including Plaintiffs, to work at least
17 five (5) hours without a timely, thirty (30) minute, uninterrupted
18 meal period, and failing to pay such employees one (1) hour of
19 additional wages at the employee's regular rate of compensation
20 for each workday that the meal period was not provided, in
21 violation of California law and policy;
- 22 b. Failure to provide Plaintiffs and the Class at least 10 minutes of
23 uninterrupted rest and recovery time for each four hours
24 worked;
- 25 c. Failure to accurately calculate and pay for rest and recovery
26 period and failure to record and compensate for other
27 nonproductive time separate from any piece-rate compensation;
- 28 d. Failure to provide Class Members, including Plaintiffs, with
 accurate itemized wage statements in violation of California law
 and public policy;

- 1 e. Failure to pay Class Members all wages owed at the time of
2 termination of employment in violation of California law and
3 public policy;
- 4 f. Failure to pay to Class Members, including Plaintiffs, all
5 minimum wages owed, including those for meal periods and
6 reimbursements, as detailed above, upon separation from
7 employment – whether voluntary or not – in violation of
8 California law and policy; and
- 9 g. Failure to create or maintain accurate time-keeping records for
10 Class Members, including Plaintiffs, resulting in failure to
11 accurately pay wages owed and provide accurate itemized wage
12 statements in violation of California law and public policy; and
- 13 h. Failure to provide necessary work equipment (e.g., scissors
14 and/or shears) and/or failure to reimburse Plaintiffs and the
15 Class for the expense of providing their own equipment.

16 119. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
17 unfair, and deceptive business practices, within the meaning of Business and Professions Code
18 §§ 17200 *et seq.* Plaintiffs and, on information and belief the Class, have suffered injury in fact
19 and have lost money or property as a result of such unfair competition.

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

23 121. As a result of their unlawful acts, Defendants have reaped and continue to reap
24 unfair benefits and unlawful profits at the expense of Plaintiffs and the Class. Defendants should
25 be enjoined from this activity and made to disgorge the ill-gotten gains and restore to Plaintiffs
26 and the Class the wrongfully withheld wages, pursuant to Business and Professions Code §
27 17203 and the penalties provision of § 17202.

122. 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 the Class are prejudiced by Defendants' unfair business practices.

123. As a direct and proximate result of Defendants' unfair business practices, Plaintiffs, individually and on behalf of all employees similarly situated, are 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.

124. 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.

125. 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 to provide meal periods or compensation in lieu thereof, and failing to reimburse employees for necessary expenses.

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

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

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

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

9 129. This PAGA cause of action is brought against Defendants pursuant to provisions
10 of the labor code including § 558, which imposes liability on “persons” (defined by Labor Code
11 § 18 as “... any person, association, organization, partnership, business trust, limited liability
12 company, or corporation.”) who violate the Labor Code or IWC regulations or cause these to be
13 violated, and which provides for recovery of wages in addition to penalties. Section 558.1 is
14 similar.

15 130. Plaintiffs have complied with the PAGA’s administrative requirements.
16 Specifically, in the manner prescribed in Labor Code § 2699.3, Plaintiffs gave notice to
17 Defendants and the Labor & Workforce Development Agency (“LWDA”) of the Labor Code
18 provisions that Defendants are alleged to have violated, as well as the facts and theories
19 surrounding those allegations. Plaintiffs did not receive notice from the LWDA that it would not
20 investigate the allegations, entitling Plaintiffs to bring a PAGA cause of action, or the LWDA
21 failed to respond within the time allotted by statute.

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

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

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

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

11 134. The penalties sought by Plaintiffs are to be distributed as mandated in Labor Code
12 § 2699(i) – 75% to the State and the remaining 25% to the aggrieved employees.

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

16 136. Plaintiffs’ PAGA claim does not require Class Certification because both the
17 language of the PAGA and the express intent of the Legislature indicate an aggrieved employee
18 may act in place of the State and bring a representative action on behalf of the State and other
19 employees without having to certify a class. Labor Code § 2699 specifically states an aggrieved
20 employee may bring an action on behalf of other employees, “[n]otwithstanding any other
21 provision of law...” The wording of the PAGA, which authorizes an aggrieved employee to
22 bring an action “on behalf of himself or herself and other current or former employees... [,]” is
23 similar to the former wording of Business and Professions Code § 17204, which authorized a
24 person or organization to act “for the interests of itself, its members or the general public”
25 The Legislature has made clear an action under the PAGA is in the nature of an enforcement
26 action, with the aggrieved employee acting as Private Attorney General to collect penalties from
27 employers and persons who violate labor laws. Such an action is fundamentally a law
28 enforcement action designed to protect the public and penalize the defendant for past illegal
conduct. Restitution is not the primary object of a PAGA action, as its purpose is not recovering

1 damages, but civil penalties. And the PAGA does not preclude an employee from pursuing any
2 other claim she may have available under law.

3 137. As such, Plaintiffs individually hold a substantive right to stand in the shoes of the
4 State of California and bring this PAGA claim for the State and other current or former
5 employees.

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

12 139. Wherefore, Plaintiffs request penalties pursuant to the PAGA as described herein
13 and any other relief this Court deems proper.

14
15 **PRAYER FOR RELIEF**

16 140. Wherefore, Plaintiffs pray for judgment for Plaintiffs and the Class as follows:

- 17 a. That the Court determine this action may be maintained as
18 a class action or actions;
- 19 b. For compensatory damages including wages in an amount
20 according to proof with interest thereon;
- 21 c. For economic and/or special damages in an amount
22 according to proof with interest thereon;
- 23 d. For a declaratory judgment that each of the Defendants
24 violated Plaintiffs' and Class Members' rights under the
25 California Labor Code and applicable IWC Wage Orders as
26 set forth in the preceding paragraphs;

- 1 e. That each of the Defendants be found to have engaged in
2 unfair competition in violation of California Business and
3 Professions Code § 17200 *et seq.*;
- 4 f. That each of the Defendants be ordered and enjoined to
5 make restitution to the Class due to their unfair
6 competition, including disgorgement of their wrongfully-
7 obtained revenues, earnings, profits, compensation, and
8 benefits, pursuant to California Business and Professions
9 Code §§ 17203 and 17204;
- 10 g. That each of the Defendants be enjoined from continuing
11 the unlawful or unfair competition in violation of § 17200
12 as alleged herein;
- 13 h. For declaratory relief for Defendants' violation of the
14 California Labor Code and California Business and
15 Professions Code;
- 16 i. That Defendants be enjoined from further acts of restraint
17 of trade or unfair competition;
- 18 j. For premium wages pursuant to Labor Code §§ 226, 226.7,
19 and 510;
- 20 k. For unpaid wages pursuant to California Labor Code §
21 1194 and liquidated damages pursuant to Labor Code §
22 1194.2;
- 23 l. For an order imposing all statutory and/or civil penalties
24 provided by law, including but not limited to, penalties
25 under Labor Code §§ 203, 210, 225.5, 226, 226.3, 226.7,
26 256, 512, 558, 1174.5, 1194, 1194.2, 1197.1, and 2802
27 relating to all facts alleged herein;

- 1 m. An award to Plaintiffs and the Class Members of
2 reasonable attorneys' fees, costs, and interest thereon
3 pursuant to Code of Civil Procedure § 1021.5, Labor Code
4 §§ 218.5, 218.6, 226, and 1194, and/or other applicable
5 law;
- 6 n. For costs of suit and attorneys' fees pursuant to the
7 California Labor Code, the California Unfair Competition
8 Law;
- 9 o. Injunctive relief;
- 10 p. Interest pursuant to California Labor Code § 218.6; and
- 11 q. For all provisions of the Labor Code violated as described
12 above except those for which a civil penalty is specifically
13 provided, a civil penalty of one hundred dollars (\$100) for
14 each aggrieved employee per pay period for the initial
15 violation and two hundred dollars (\$200) for each
16 aggrieved employee per pay period for each subsequent
17 violation.

DEMAND FOR JURY TRIAL

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

Dated: September 15, 2025

MALLISON & MARTINEZ

By: 
Stan S. Mallison
Hector R. Martinez
Cody A. Bolce

Attorneys for Plaintiffs and a Class
of Similarly Situated Employees