

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Max W. Gavron (State Bar No. 291697)
mgavron@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff

(Additional counsel on following page)

Assigned for All Purposes

Judge Melissa R. McCormick

CX-105

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CITA SIMPSON, as a proxy for the State
of California on behalf of all similarly
aggrieved employees,

Plaintiff,

v.

FOOD VENTURES NORTH AMERICA,
INC., a corporation; SWIFT VENTURES
NORTH AMERICA, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 30-2026-01539591-CU-SL-CXC

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

**VIOLATION OF LABOR CODE § 2698, *ET
SEQ.***

DEMAND EXCEEDS \$35,000.00

1 William L. Marder, Cal Bar No. 170131
bill@polarislawgroup.com
2 POLARIS LAW GROUP
501 San Benito Street, Suite 200
3 Hollister, California 95023
Telephone: 831.531.4214
4 Facsimile: 831.634.0333

5 Edward W. Choi, Esq. SBN 211334
6 LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
7 Los Angeles, CA 90071
Telephone: (213) 381-1515
8 Facsimile: (213) 465-4885
edward.choi@choiandassociates.com
9

10 Dennis S. Hyun (State Bar No. 224240)
dhyun@hyunlegal.com
11 HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
12 Los Angeles, CA 90071
(213) 488-6555
13 (213) 488-6554 facsimile

1 Plaintiff Cita Simpson (“Plaintiff”) hereby submits this Representative Action Complaint
2 (“Complaint”) against Defendants Food Ventures North America Inc. (“FVNA”), Swift Ventures
3 North America, Inc. (“Swift”), (all Defendants collectively referred to as the “Company” or
4 “Defendant”) and DOES 1-50 (hereinafter collectively referred to as “Defendants”), as a proxy
5 for the State of California on behalf all other similarly aggrieved current and former employees of
6 Defendants for penalties for violations of the California Labor Code as follows:

7 **JURISDICTION AND VENUE**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
9 203, 226, 226.7, 510, 512, 1194, the Private Attorneys General Act (the “PAGA”), Labor Code
10 2698, *et seq.*, and the California Industrial Welfare Commission’s (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendants.

13 3. Venue is proper in Orange County because Defendants maintain business locations
14 in this County and Plaintiff worked at Defendants’ store located in this County.

15 **PARTIES**

16 4. On or about November 1, 2022, Plaintiff was hired by Defendants to work as a
17 non-exempt Sales Associate at Defendants’ retail store in Huntington Beach, Orange County.
18 Plaintiff is still employed by Defendants.

19 5. Defendants operate various businesses in the State of California, including without
20 limitation, food retail stores.

21 6. Plaintiff was and is a victim of the policies, practices, and customs of Defendants
22 complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by
23 California Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, the PAGA and the applicable
24 IWC Wage Orders.

25 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 herein mentioned Defendants and DOES 1 through 50 are and were business entities, individuals,
27 and partnerships, licensed to do business and actually doing business in the State of California.

28 8. As such, and based upon all the facts and circumstances incident to Defendants’

1 business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7,
2 510, 512, and 1194 and the IWC Wage Orders.

3 9. Plaintiff does not know the true names or capacities, whether individual, partner or
4 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
5 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
6 complaint when the true names and capacities are known. Plaintiff is informed and believes, and
7 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the
8 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
9 the illegal employment practices complained of herein.

10 10. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
12 Defendants, and each of them, were the agents, servants and employees of each of the other
13 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 11. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co- Defendants and was acting
18 within the course and scope of such agency, employment, joint venture, or concerted activity. To
19 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
20 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
21 Defendants.

22 12. At all times herein mentioned, Defendants, and each of them, were members of,
23 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
24 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

25 13. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the violations as herein alleged. At all times herein
28 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the

1 acts and omissions of each and all of the other Defendants in proximately causing the violations
2 as herein alleged.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

5 **(AGAINST DEFENDANTS AND DOES 1-50 BY PLAINTIFF AS A PROXY FOR THE**
6 **STATE OF CALIFORNIA)**

7 14. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
8 though fully set for herein.

9 15. Plaintiff brings this cause of action as a proxy for the State of California and in this
10 capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of
11 Labor Code § 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, from September 22,
12 2024, through the present. Specifically, whenever Defendant paid Plaintiff and Aggrieved
13 Employees overtime wages, the wage statements issued to the Plaintiff and Aggrieved Employees
14 did not identify the accurate total hours worked. In particular, when the hours shown on the wage
15 statements are added up, they do not appear to add up to the actual total hours worked. First,
16 Plaintiff and Aggrieved Employees were not paid their overtime, meal and rest period premium
17 wages based on the correct, higher regular rate of pay. Specifically, Labor Code § 510(a) states
18 that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in
19 any one workweek and the first eight hours worked on the seventh day of work in any one
20 workweek shall be compensated at the rate of no less than one and one-half times the regular rate
21 of pay for an employee." Further, Section 510(a) states that "[a]ny work in excess of 12 hours in
22 one day shall be compensated at the rate of no less than twice the regular rate of pay for an
23 employee." Likewise, Labor Code § 226.7(c) states that "the employer shall pay the employee
24 one additional hour of pay at the employee's **regular rate** of compensation for each workday that
25 the meal or rest or recovery period is not provided." Here, Plaintiff and Aggrieved Employees
26 earned additional non-discretionary pay, including without limitation, incentives and bonuses,
27 which should have been included in the regular rate of pay for purposes of paying overtime and
28 meal/rest period premium wages. Defendants, however, paid overtime and meal/rest period

1 premium wages at less than the regular rate of pay for Plaintiff and Aggrieved Employees.
2 Further, as a result of these violations, Plaintiff was not provided with proper and accurate wage
3 statements identifying all information required by Labor Code § 226(a), including the wage rates,
4 and net/gross wages earned shown on the wage statements were inaccurate due to the violations
5 set forth above. Additionally, Defendants violated Section 226(a)(8) by failing to list the actual
6 entity which employed Plaintiff and Aggrieved Employees on their wage statements.
7 Defendants' wage statements identified Swift Ventures North America Inc. as the name of the
8 employer, but no such name exists under the California Secretary of State's database. Rather, on
9 information and belief, Plaintiff and Aggrieved Employees were employed by "Food Ventures
10 North America, Inc.," but said name was not listed on the wage statements.

11 16. On or about September 22, 2025, Plaintiff sent written notice to the California
12 Labor & Workforce Development Agency (the "LWDA") and to Defendant via certified mail,
13 return receipt requested regarding Defendants' violations of Labor Code §§ 201-204, 226, 226.7,
14 510, 512, 558, 1194, 1197, and 1197.1, pursuant to the PAGA. On January 9, 2026, Plaintiff sent
15 a supplemental written notice to the LWDA, which included similar allegations and included
16 "Food Ventures North America, Inc." as an additional respondent/employer.

17 17. As of the date of this filing, the LWDA has not provided written notice regarding
18 whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notice;
19 thus, allowing Plaintiff to proceed under the PAGA against Defendant for said violations.
20 Therefore, Plaintiff may seek any and all applicable penalties under PAGA on behalf of the State
21 of California and all aggrieved employees.

22 18. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
23 applicable civil penalties for Defendant's violation of Labor Code §§ 201-204, 226, 226.3, 226.7,
24 510, 512, 558, 1194, 1197, and 1197.1 for the time periods described above, as a proxy for the
25 State of California and on behalf of other Aggrieved Employees.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment on behalf of the State of California and all
28 similarly aggrieved employees against Defendants, jointly and severally, as follows:

1 1. Upon the First Cause of Action, for all civil penalties pursuant to Labor Code §§
2 210, 226.3 and 2699, and for costs and attorneys' fees;

3 2. On all causes of action, for attorneys' fees and costs as provided by California
4 Labor Code § 2699, and Code of Civil Procedure § 1021.5; and

5 3. For such other and further relief as the Court may deem just and proper.

6 DATED: January 12, 2026

DIVERSITY LAW GROUP, P.C.

7
8 By: 
9 Larry W. Lee
Attorneys for PLAINTIFF