

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)

Kiley L. Grombacher, Esq. (SBN 245960)

Maya Hussein, Esq. (SBN 335777)

Theodore H. Chase, Esq. (SBN 295823)

31365 Oak Crest Drive, Suite 240

Westlake Village, CA 91361

Telephone: (805) 270-7100

Facsimile: (805) 270-7589

E-Mail: mbradley@bradleygrombacher.com

E-Mail: kgrombacher@bradleygrombacher.com

E-Mail: mhusein@bradleygrombacher.com

E-Mail: tchase@bradleygrombacher.com

Attorneys for Plaintiff ESPERANZA BLANDON,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ESPERANZA BLANDON, on behalf of herself
and all others similarly situated

Plaintiff,

v.

FIELD FRESH FOODS, INCORPORATED, a
California Stock Corporation; and DOES 1 to
10, inclusive,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Pay Accrued Vacation Wages in Violation of Labor Code § 227.3;**
- 4. Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;**
- 5. Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5; and,**
- 6. Violations of Business & Professions Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, ESPERANZA BLANDON (hereinafter “Plaintiff”) hereby submits her Complaint
2 against Defendant FIELD FRESH FOODS, INCORPORATED, a California Stock Corporation; and
3 DOES 1 to 10, inclusive, (hereinafter referred to as “Defendant”) on behalf of herself and the class of all
4 other similarly situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
7 challenging Defendant’s systemic illegal employment practices resulting in violations of California *Labor*
8 *Code* §§ 201-203, 221, 223, 226(a), 226.7, 227.3, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, 2802,
9 California *Business & Professions Code* § 17200, et seq. (“Unfair Competition Law”); and the applicable
10 Industrial Welfare Commission (“IWC”) Wage Orders.

11 2. Plaintiff seeks relief on behalf of herself and members of the Plaintiff Class as a result of
12 employment policies, practices, and procedures more specifically described below, which violate the
13 California *Labor Code*, and the orders and standards promulgated by the California Department of
14 Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have
15 resulted in the failure of Defendant to pay Plaintiff and members of the Plaintiff Class all wages due to
16 them. Said employment policies, practices, and procedures are generally described as follows:

- 17 a. Failure to Pay Employees for All Overtime;
18 b. Failure to Pay Employees for All Hours Worked;
19 c. Failure to Pay Accrued Vacation Wages;
20 d. Failure to Pay All Wages Owed at Termination; and,
21 e. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage
22 Statements and Failed to Maintain Accurate Records;

23 3. At all times relevant herein, on information and belief, Defendant, Field Fresh Foods,
24 Incorporated; and DOES 1 to 10, is a fresh food cut processor that produces various fruits, vegetables and
25 specialty items for its customers in the food manufacturing, retail, and food-service industries.

26 4. Defendant has maintained practices which have failed and continue to fail to pay Plaintiff
27 and other non-exempt employees all wages. Specifically, Defendant does not properly record, nor
28 compensate Plaintiff and other non-exempt employees for the wages they are owed, nor for the overtime

1 they are owed based on their total overtime hours worked. Furthermore, accrued vacation time has not
2 been paid to Plaintiff and the other Members of the Terminated Sub-Class. Plaintiff and the other non-
3 exempt employees who have been terminated by Defendant have also not been timely paid for all the
4 wages they are owed upon their termination.

5 5. In light of the foregoing, Defendant has also failed to provide accurate wage statements.

6 6. Plaintiff brings the claims herein as a class action on behalf of herself and other similarly
7 situated individuals who have worked for Defendant in California, at any time from four-years prior to
8 the filing of this complaint, through the resolution of this action. Plaintiff, on her own behalf and on behalf
9 of all Class Members, brings the class claims pursuant to California *Labor Code* §§ 201-203, 221, 223,
10 226(a), 226.7, 227.3, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, 2802, the applicable wage order and
11 under *Business & Professions Code* §§ 17200-17208, for unfair competition due to Defendant's unlawful,
12 unfair and fraudulent business acts and practices.

13 7. Plaintiff is informed and believes, and based thereon alleges, that Defendant has engaged
14 in, among other things a system of willful violations of the California *Labor Code* and the applicable IWC
15 wage orders by creating and maintaining policies, practices and customs that knowingly deny employees
16 the above stated rights and benefits.

17 **PARTIES**

18 8. Plaintiff, Esperanza Blandon, is an individual over the age of eighteen (18) and is now,
19 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of
20 California. During the Relevant Time Period, Plaintiff worked for Defendant as a 'Production Line
21 Worker' from approximately October 2022, until her date of termination on June 19, 2024.

22 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Field Fresh
23 Foods, Incorporated is a California Stock Corporation. Plaintiff is further informed and believes that at all
24 times relevant hereto, Defendant has transacted, and continues to transact, business throughout the State
25 of California.

26 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a fresh food
27 cut processor that produces various fruits, vegetables and specialty items for its customers in the food
28 manufacturing, retail, and food-service industries.

1 11. Plaintiff is informed and believes and based thereon alleges that at all times herein
2 mentioned Defendant and DOES 1 to 10, is and was a corporation, business entity, individual, and
3 partnership, licensed to do business and actually doing business in the State of California.

4 12. Plaintiff does not know the true names or capacities, whether individual, partner or
5 corporate, of the Defendant sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendant
6 is sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true
7 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of
8 said fictitious Defendant was responsible in some way for the matters alleged herein and proximately
9 caused Plaintiff and members of the general public and class to be subject to the illegal employment
10 practices, wrongs and injuries complained of herein.

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

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

22 15. At all times herein mentioned, the acts and omissions of various Defendant, and each of
23 them, concurred and contributed to the various acts and omissions of each and all of the other Defendant
24 in proximately causing the injuries and damages as herein alleged. At all times herein mentioned,
25 Defendant, and each of them, ratified each and every act or omission complained of herein. At all times
26 herein mentioned, the Defendant, and each of them, aided and abetted the acts and omissions of each and
27 all of the other Defendant in proximately causing the damages as herein alleged.

28 16. The Members of the Classes (as defined below), including the representative Plaintiff

1 named herein, have been employed during the Class Period in California. The practices and policies which
2 are complained of by way of this Complaint are enforced throughout the State of California.

3 **JURISDICTION AND VENUE**

4 17. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the
5 California Constitution and *Code of Civil Procedure* § 410.10.

6 18. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
7 injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition under
8 *Business & Professions Code* § 17203 and 17204. The Court also has jurisdiction over Plaintiff's and the
9 Class's claims pursuant to the applicable provisions.

10 19. The Court has jurisdiction over Defendant because they are authorized to do business in
11 the State of California and are registered with the California Secretary of State. Defendant does sufficient
12 business with sufficient minimum contacts in California, and/or otherwise intentionally avails themselves
13 of the California market through the advertising, marketing and sale of goods and services, to render the
14 exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair
15 play and substantial justice.

16 20. Venue is proper in Los Angeles County because the acts which give rise to this litigation
17 occurred in this county and because Defendant has employed Class Members in this county and transact
18 business in this county.

19 **FACTUAL ALLEGATIONS**

20 21. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

21 ***Defendant's Failure to Pay Overtime Wages***

22 22. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more
23 and/or forty (40) hours a week or more, and/or shifts of twelve (12) hours a day or more, some of the
24 above off-the-clock work qualified for overtime premium pay.

25 23. Defendant did not compensate their hourly non-exempt employees for all overtime and/or
26 double time premium pay that accrued, despite systematically recording employees' time.

27 ***Defendant's Failure to Pay all Wages and Minimum Wages***

28 24. During the Relevant Time Period, Defendant had, and continues to have, a company-wide

practice and policy of not paying all the wages accrued by and owed to Plaintiff and the Class Members.

25. Thus, Defendant did not compensate their hourly non-exempt employees for all the minutes that they worked as described above, including but not limited to the time that the employees were subject to the control and direction of Defendant; and/or the time that the employees were suffered or permitted to work.

Defendant's Failure to Pay Accrued Vacation Wages

26. *Labor Code* § 227.3 prohibits employers from forfeiting payment of the vested vacation wages of their employees. Plaintiff alleges that Defendant failed to pay all accrued vacation compensation for the last pay period before Plaintiff's termination.

27. Defendant violated *Labor Code* § 227.3 by failing to pay Plaintiff and other non-exempt employees all vested vacation wages at the end of their employment. Thus, Plaintiff was not paid her accrued vacation wages on her final wage statement.

28. Defendant's practice and policy of not paying Plaintiff's and other non-exempt employees' vested vacation wages at the end of their employment resulted in a forfeiture of vested vacation wages in violation of *Labor Code* § 227.3.

Defendant's Failure to Pay All Wages Due at Termination of Employment

29. At all times relevant hereto, California *Labor Code* § 201 required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee's resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

30. Defendant willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon termination of employment all accrued compensation, as described above, including, but not limited to, compensation required for time spent "off the clock," and time illegally rounded to Defendant's benefit.

Defendant's Failure to Provide Compliant Wage Statements

31. During the Relevant Time Period, Defendant has knowingly and intentionally provided

1 Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. More
2 specifically, Plaintiff did not receive paystubs for the pay periods she worked. She instead only received
3 her wages through a debit pay-card provided by Defendant, with no details as to the breakdown of her
4 earnings. This pay-card system afforded Plaintiff no details into her pay periods' total hours, nor the
5 amount earned in the various different rates of pay, such as sick pay, Paid Time-Off ("PTO"), and vacation
6 hours.

7 32. Defendant failed to provide uniform wage statements to Plaintiff and members of the
8 Classes that list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates
9 in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period
10 premiums, and the corresponding number of hours worked.

11 33. Because Defendant failed to provide the correct net and gross wages earned, applicable
12 rates of pay, and number of total hours worked on wage statements, Plaintiff and members of the Classes
13 have been prevented from verifying, solely from information on the wage statements themselves, that they
14 were paid correctly and in full. Instead, Plaintiff and members of the Classes have had to look to sources
15 outside of the wage statements themselves and reconstruct time records to determine whether in fact they
16 were paid correctly and the extent of underpayment, thereby causing them injury.

17 ***Facts Regarding Willfulness***

18 34. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and was
19 advised by skilled lawyers, other professionals, employees with human resources background and advisors
20 with knowledge of the requirements of California wage and hour laws and that at all relevant times,
21 Defendant knew or should have known, that the Plaintiff Class Members, including Plaintiff, were entitled
22 to receive pay for all hours worked, accurate itemized wage statements, and pay in a timely manner.

23 ***Unfair Business Practices***

24 35. Defendant has further engaged in, and continues to engage in, unfair business practices in
25 California by practicing, employing and utilizing the unlawful employment practices and policies outlined
26 above.

27 36. Defendant's utilization of such unfair business practices constitutes unfair competition and
28 provides an unfair advantage over Defendant's competitors.

37. Defendant's utilization of such unfair business practices deprives Plaintiff and the Plaintiff Class of the general minimum working standards and entitlements due them under California law and the Industrial Welfare Commission wage orders as described herein.

38. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

Plaintiff's Exhaustion of Administrative Remedies

39. Plaintiff is currently complying with the procedures for bringing suit specified in *Labor Code* § 2699.3.

40. By letter dated September 4, 2025, required notice was provided to the Labor and Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the California *Labor Code* alleged to have been violated, including the facts and theories to support the alleged violations.

41. This Complaint will be amended when more than sixty-five (65) days have passed since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to investigate the allegations herein.

CLASS ACTION ALLEGATIONS

42. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

43. Pursuant to *Code of Civil Procedure* § 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

44. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

- a. **Plaintiff Class**: All persons who have been, or currently are, employed by Defendant and who held, or hold, job positions which Defendant has classified as "non-exempt" employees in the State of California, at any time since four years prior to filing this action, through the date judgment is rendered in this action.

b. **Terminated Sub-Class:** All members of the Plaintiff Class whose employment ended during the Class Period.

c. (Collectively, “Plaintiff Class” or “Class Members”)

45. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the class period hundreds of Class Members have been employed by Defendant as non-exempt employees in the State of California. Because so many persons have been employed by Defendant in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

46. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class Members’ claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendant failed to pay Plaintiff and Class Members for all hours worked;
- c. Whether Defendant failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendant failed to pay Plaintiff and Class Members all accrued vacation wages after termination of their employment;
- e. Whether Defendant failed to pay final wages to Plaintiff and members of the Terminated Sub-Class upon separation of employment;
- f. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys’ fees, and equitable relief;
- h. Whether Defendant’s conduct as alleged herein violates the Unfair Business Practices Act of California (*Bus. & Prof. Code*, § 17200 et seq.).

47. Typicality: The claims of the named Plaintiff are typical of the claims of the members of

1 the Plaintiff Class. Defendant's common course of conduct in failing to provide all wages in compliance
2 with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to
3 provide them with proper wages and overtime, and failing to provide them with compliant wage statements
4 has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's
5 claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and
6 the proposed Class sustained the same or similar injuries and damages arising from Defendant's common
7 policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members
8 as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were
9 suffered by other members of the proposed class.

10 48. Adequacy of Representation: Plaintiff is an adequate representative of the proposed Class
11 because she is a member of the class, and her interests do not conflict with the interests of the members
12 she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex
13 class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the
14 benefit of the Class. The interests of the Class Members will fairly and adequately be protected by Plaintiff
15 and her attorneys.

16 49. Superiority of Class Action: A class action is superior to other available methods for the
17 fair and efficient adjudication of this litigation since individual litigation of the claims of all Class
18 Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed
19 on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits.
20 Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the
21 prospect of a "race to the courthouse," and an inequitable allocation of recovery among those with equally
22 meritorious claims. By contrast, the class action device presents far fewer management difficulties, and
23 provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a
24 single court.

25 50. The various claims asserted in this action are additionally or alternatively certifiable under
26 the provisions of California *Code of Civil Procedure* § 382 because:

- 27 a. The prosecution of separate actions by hundreds of individual class members would create
28 a risk of varying adjudications with respect to individual class members, thus establishing

incompatible standards of conduct for Defendant, and,

- b. The prosecution of separate actions by individual class members would also create the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the interest of the other class members who are not a party to such adjudications and would substantially impair or impede the ability of such non-party class members to protect their interests.

FIRST CAUSE OF ACTION

Failure to Pay All Overtime Wages

Labor Code §§ 510, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

51. Plaintiff incorporates herein by reference the allegations set forth above.

52. At all times relevant herein, which comprise of the time period not less than four (4) years preceding the filing of this action, Defendant were required to compensate their hourly employees for all overtime hours worked.

53. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) wage order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC wage order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

54. Defendant willfully failed to pay all overtime wages owed to Plaintiff and members of the Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded as alleged above.

55. Defendant knew or should have known that as a result of company-wide practices and/or

1 policies, that prevents Plaintiff and members of the Class from earning overtime, Plaintiff and members
2 of the Class were performing assigned duties off-the-clock and were suffered or permitted to perform
3 work for which they were not paid. Because Plaintiff and members of the Class worked shifts of eight (8)
4 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
5 overtime premium pay. Therefore, Plaintiff and members of the Class were not paid overtime wages for
6 all of the overtime hours they actually worked.

7 56. Defendant's failure to pay Plaintiff and members of the Class the balance of overtime
8 compensation, as required by California law, violates the provisions of *Labor Code* §§ 510 and 1198.
9 Plaintiff and members of the Class are entitled to recover civil penalties, attorney's fees, costs, and interest
10 thereon.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Pay All Wages and Minimum Wages**

13 **Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198, and Applicable IWC Wage Orders**

14 **(By Plaintiff and Members of the Putative Class Against Defendant)**

15 57. Plaintiff incorporates herein by reference the allegations set forth above.

16 58. At all times relevant herein, which comprise the time period not less than four (4) years
17 preceding the filing of this action, Defendant were required to compensate their hourly employees for all
18 hours worked.

19 59. For at least the four (4) years preceding the filing of this action, Defendant failed to
20 compensate employees for all hours worked. Defendant implemented policies that actively prevented
21 employees from being compensated for all time worked. Specifically, by failing to provide Plaintiff and
22 members of the Class with paystubs or wage statements that accurately show any and/or all of their hours
23 worked.

24 60. As stated above, Plaintiff did not receive paystubs for the pay periods she worked. She
25 instead only received her wages through a debit pay-card provided by Defendant, with no details as to the
26 breakdown of her earnings. This pay-card system afforded Plaintiff no details into her pay periods' total
27 hours, nor the amount earned in the various different rates of pay, such as sick pay, Paid Time-Off
28 ("PTO"), and vacation hours.

61. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with *Labor Code* § 218.5, and penalties pursuant to *Labor Code* §§ 203 and 206.

62. The applicable IWC wage order section 2(G) defines “hours worked” to mean “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

63. *Labor Code* § 1194(a) provides in relevant part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon, reasonable attorney’s fees, and costs of suit.”

64. *Labor Code* § 1194.2(a) provides in relevant part: “In any action under § 1193.6 or § 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an 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.”

65. *Labor Code* § 1197 provides: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

66. Plaintiff is informed and believes, and therefore alleges, that Defendant’s compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their job duties.

67. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff Class for each and every hour worked violates *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the applicable IWC wage order section 4; and *Business & Professions Code*.

68. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each and every hour worked violates *Labor Code* § 221 and 223; the applicable IWC wage order section 3; and *Business & Professions Code*.

69. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff Class

1 have been damaged in an amount according to proof at time of trial.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Accrued Vacation Wages**

4 **Labor Code § 227.3 and Applicable IWC Wage Orders**

5 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendant)**

6 70. Plaintiff hereby incorporates by reference each and every one of the allegations contained
7 in the preceding paragraphs as if the same were fully set forth herein.

8 71. *Labor Code* § 227.3 sets forth requirements pertaining to vacation pay. The provision states
9 the following: “whenever a contract of employment or employer policy provides for paid vacations, and
10 an employee is terminated without having taken off her vested vacation time, all vested vacation shall be
11 paid to her as wages at her final rate in accordance with such contract of employment or employer policy
12 respecting eligibility or time served; provided, however, that an employment contract or employer policy
13 shall not provide for forfeiture of vested vacation time upon termination.”

14 72. As a matter of uniform corporate policy, procedure and practice, Defendant violated *Labor*
15 *Code* § 227.3 by failing to pay Plaintiff and members of the Plaintiff Class all vested vacation wages at
16 the end of their employment. Rather, Plaintiff was not paid any of her accrued vacation wages on her final
17 wage statement.

18 73. *Labor Code* § 227.3 prohibits employers from forfeiting payment of the vested vacation
19 wages of their employees.

20 74. As a direct and proximate result of the acts and/or omissions of Defendant, Plaintiff and
21 the members of the Plaintiff Class have been deprived of accrued vacation wages due in amounts to be
22 determined at trial.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay Wages at Time of Termination**

25 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

26 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendant)**

27 75. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
28 herein.

76. At all times, relevant herein, Defendant were required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to *Labor Code* § 201-203.

77. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members of the Terminated Sub-Class their final wages pursuant to *Labor Code* §§ 201-203, and accordingly owe waiting time penalties pursuant to *Labor Code* § 203.

78. *Labor Code* §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

79. On information and belief, Defendant has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in *Labor Code* § 201 and 202.

80. Plaintiff and members of the Terminated Sub-Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to *Labor Code* § 256.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records

Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendant)

81. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

82. California *Labor Code* § 226(a) and the applicable IWC wage order section 6(B) requires employers to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

83. California *Labor Code* § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs

1 and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, *Labor*
2 *Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the
3 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation
4 in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails
5 to keep the required records pursuant to § 226(a).

6 84. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of the
7 Classes with timely, itemized statements in compliance with *Labor Code* § 226(a) and the applicable IWC
8 Wage order section 6(B).

9 85. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly and
10 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements
11 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates
12 in effect during each respective pay period and the corresponding number of hours worked at each hourly
13 rate by each respective individual.

14 86. Plaintiff is informed and believes, and thereon alleges, that Defendant did not maintain
15 accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the members
16 of the Classes as required under *Labor Code* § 1174.5.

17 87. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class
18 suffered injuries in the form of confusion over whether they received all wages owed to them, and
19 difficulty and expense in reconstructing pay records in addition to other injuries which may come to light
20 during the discovery process.

21 88. California *Labor Code* § 1198 provides that the maximum hours of work and the standard
22 conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC
23 wage order. Furthermore, *Labor Code* § 1198 provides that “[t]he employment of any employees for
24 longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
25 Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records showing
26 when the employee begins and ends each work period and meal period.

27 89. During the Relevant Time Period, Defendant failed, on a company-wide basis, to keep
28 accurate records of work and meal period start and stop times for Plaintiff and members of the Plaintiff

Class, in violation of *Labor Code* § 1198.

90. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant to *Labor Code* § 226(e) for Defendant's violations of *Labor Code* § 226(a).

91. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to *Labor Code* § 226(h).

SIXTH CAUSE OF ACTION

***Business & Professions Code* § 17200, et seq.**

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

92. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

93. *Business & Professions Code* § 17200 defines unfair competition to include, "unlawful, unfair or fraudulent business practices."

94. Plaintiff and all proposed Class Members are "persons within the meaning of *Business & Professions Code* § 17204, who have suffered injury in fact and have lost money or property as a result of Defendant's unfair competition.

95. Defendant has been committing, and continues to commit, acts of unfair competition by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, but not limited to:

- a. violations of *Labor Code* §§ 510, 1198;
- b. violations of *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198;
- c. violations of *Labor Code* § 227.3;
- d. violations of *Labor Code* §§ 201-203; and,
- e. violations of *Labor Code* §§ 226(a) and 1174.

96. As a result of its unlawful, unfair, and/or fraudulent business acts and practices, Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class Members. Defendant's unlawful, unfair, and/or fraudulent conduct has also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

97. *Business & Professions Code* § 17203 provides that the Court may restore to an aggrieved

party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or practices.

98. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or fraudulent activity alleged herein.

99. Pursuant to California *Civil Code* § 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

100. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to herself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

101. Plaintiff seeks restitution for herself, and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to *Code of Civil Procedure* § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
5. Prejudgment and post judgment interest on all sums awarded;
6. For compensatory damages;
7. For penalties pursuant to *Labor Code* §§ 210, 226, 226.7;
8. For interest accrued to date;
9. For costs of suit and expenses incurred herein pursuant to *Labor Code* §§ 226 and 1194;
10. For reasonable attorneys' fees pursuant to *Labor Code* § 226 and *Code of Civil Procedure* § 1021.5, and/or other applicable law; and,

11. A declaratory judgment that Defendant has knowingly and intentionally violated the following provisions of law:
- a. California *Labor Code* §§ 510, 1198 for failing to pay overtime;
 - b. California *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198 for failing to pay all wages;
 - c. California *Labor Code* § 227.3 for failing to pay accrued vacation wages;
 - d. California *Labor Code* §§ 201-203 for failing to pay all wages owed at termination;
 - e. California *Labor Code* §§ 226(a) and 1174 for failing to provide accurate, itemized wage statements and failing to maintain accurate records; and,
 - f. *Business & Professions Code* §§ 17200-08 for violating the provisions set forth herein above.
12. For all such other and further relief that the Court may deem just and proper.

DATED: September 4, 2025

BRADLEY/GROMBACHER, LLP

By: Marcus J. Bradley
Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Maya Hussein, Esq.
Theodore H. Chase, Esq.
Attorneys for Plaintiff and all others similarly situated

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

DATED: September 4, 2025

By: Marcus J. Bradley
 Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Maya Hussein, Esq.
 Theodore H. Chase, Esq.
 Attorneys for Plaintiff and all others similarly
 situated