

Eliyahu Y. Kaplunovsky (SBN 299178)
Law California Law Firm
3525 Investment Blvd. Suite 215
Hayward, CA 94545
Office (510) 736-0688
Fax (888) 475-7798
Email: Office@lawcalifornia.org

ATTORNEY FOR PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

REINA JIMENEZ, an individual in her
representative capacity on behalf of the
State of California and fellow Aggrieved
Employees

Plaintiffs,

vs.

ZEEFOODS, LLC a California Limited
Liability Company and DOES 1 to 50,
inclusive

Defendants.

Case No.: **26CV184762**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. VIOLATIONS OF THE PRIVATE
ATTORNEY GENERALS ACT (PAGA)
AT LABOR CODE SECTIONS 2968 ET
SEQ.**

DEMAND FOR JURY TRIAL

Plaintiff alleges:

Plaintiff REINA JIMENEZ ("PLAINTIFF") an individual, in her representative
capacity on behalf the State of California, and fellow current and former AGGRIEVED

1 EMPLOYEES, defined *supra*, against ZEEFOODS, LLC. (“DEFENDANT”), alleges on
2 information and belief, except for her own acts and knowledge which are based on
3 personal knowledge, the following:
4

5 **I.**
6 **INTRODUCTION**

7 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys
8 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the
9 State of California and other current and former aggrieved employees of DEFENDANT
10 for engaging in a pattern and practice of wage and hour violations under the California
11 Labor Code.
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14 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
15 decreased their employment-related costs by systematically violating California wage and
16 hour laws.
17

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19 3. DEFENDANT’s systematic pattern of wage and hour and IWC Wage Order
20 violations toward PLAINTIFF and other aggrieved employees in California include, *inter*
21 *alia*:
22

- 23 a. Failure to provide compliant meal and rest periods;
24
25 b. Failure to allow employees to take duty-free, off-the-premises rest periods;
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27 c. Failure to pay all minimum, regular and overtime wages;
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d. Failure to maintain true and accurate records;

1 e. Failure to provide accurate itemized wage statements;
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4 4. PLAINTIFF brings this representative action against DEFENDANT on behalf of
5 other aggrieved employees of DEFENDANT in California seeking all civil penalties and
6 unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*
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8 5. PLAINTIFF reserves the right to name additional representatives throughout the State
9 of California.

10 **II.**
11 **THE PARTIES**

12 5. DEFENDANT ZEE FOODS, LLC (“DEFENDANT”) is a California Limited
13 Liability Company that at all relevant times mentioned herein conducted and continues to
14 conduct substantial business in the state of California, county of Alameda, owns, operates
15 and/or manages a chain of Indian food packaging and food distribution throughout
16 northern California.
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20 6. PLAINTIFF was employed by DEFENDANT at the Grimmer Boulevard
21 Fremont California, location, as a nonexempt food packer/ line worker, paid on an hourly
22 basis and entitled to overtime pay and legally compliant meal and rest periods from
23 approximately **June of 2024 to June of 2025.**
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26 7. PLAINTIFF brings this action in her representative capacity on behalf of the
27 State of California and on behalf of all of DEFENDANT’s current and former non-exempt
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1 employees employed in California who suffered one or more Labor Code violations
2 enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”)
3 and who worked for DEFENDANT between June 3, 2024 and the present (“PAGA
4 PERIOD”).
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6
7 8. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
8 Code § 2699(c) because she was employed by DEFENDANT and suffered one or more of
9 the alleged Labor Code violations committed by DEFENDANT.
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12 9. PLAINTIFF and all other AGRIEVED EMPLOYEES are, and at all relevant
13 times were, employees of DEFENDANT, within the meanings set forth in the California
14 Labor Code and the applicable Industrial Welfare Commission Wage Order.
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17 10. Each of the fictitiously named defendants participated in the acts alleged in this
18 Complaint. The true names and capacities of the defendants named as DOES 1
19 THROUGH 50, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will
20 amend this Complaint, setting forth the true names and capacities of these fictitiously
21 named defendants when their true names are ascertained. PLAINTIFF is informed and
22 believes, and on that basis alleges, that each of the fictitious defendants have participated in
23 the acts alleged in this Complaint.
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11. DEFENDANT, including DOES 1 THROUGH 50 (hereinafter collectively “DEFENDANTS”), were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or caused to be violated a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

12. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of PLAINTIFF's employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

III. JOINT EMPLOYER

13. The Private Attorney General Act (“PAGA”), permits an aggrieved employee to enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

14. Section 558 of the California Labor Code provides that “any employer *or other person* acting on behalf of an employer who violates, or causes to be violated, a section of

1 this chapter or any provision regulating hours and days of work in any order of the
2 Industrial Welfare Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)
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5 15. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other*
6 *person* acting either individually or as an officer, agent, or employee of another person,
7 who pays or causes to be paid to any employee a wage less than the minimum fixed by an
8 applicable state or local law, or by an order of the commission shall be subject to a civil
9 penalty...” (*Lab. Code* § 1197.1(a).)
10
11

12 16. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have
13 held that a corporate employer’s owners, officers and directors, are subject to civil penalties
14 for the employer’s failure to pay appropriate wages to its employees, and, since liability
15 under either 558 or 1197.1 does not depend on a finding of an alter ego, no alter ego
16 allegations or findings are necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see
17 generally *Ochoa-Hernandez v. Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v.*
18 *Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112, 1145-1146.
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23 17. PLAINTIFF is informed and believes, and thereon alleges, that
24 DEFENDANTS, and each of them, are subject to civil penalties for their failure to pay
25 PLAINTIFF and the aggrieved employees the appropriate wages as complained of herein
26 and proximately caused the complaints, injuries, and damages alleged herein.
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2 18. At all relevant times, each DEFENDANTS, whether named or fictitious, was
3 the agent, employee or other person acting on behalf of each other DEFENDANTS, and,
4 in participating in the acts alleged in this Complaint, acted within the scope of such agency
5 or employment and ratified the acts of the other.
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9 19. Each DEFENDANTS, whether named or fictitious, exercised control over
10 PLAINTIFF's wages, working hours, and/or working conditions.
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13 20. Each DEFENDANTS, whether named or fictitious, acted in all respects
14 pertinent to this action as the agent of the other DEFENDANTS, carried out a joint
15 scheme, business plan or policy, and the acts of each DEFENDANTS are legally
16 attributable to the other DEFENDANTS.
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18 **IV.**
19 **JURISDICTION AND VENUE**

20 21. This Court has jurisdiction over this Action pursuant to California Code of
21 Civil Procedure, Section 410.10. This Court has jurisdiction over PLAINTIFF's claims for
22 civil penalties under the Private Attorney General Act of 2004, California Labor Code
23 §2698, *et seq.*
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26 22. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS,
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1 resides in this County, and DEFENDANTS (i) currently maintains and at all relevant times
2 maintained offices and facilities in this County and/or conducts substantial business in this
3 County, and (ii) committed the wrongful conduct herein alleged in this County against the
4 AGGRIEVED EMPLOYEES.
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7 **V.**
THE CONDUCT

8 23. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order,
10 DEFENDANTS as a matter of company policy, practice and procedure, intentionally,
11 knowingly and systematically failed to provide legally complaint meal and rest period, failed
12 to accurately compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES for
13 missed meal and rest periods, failed to pay PLAINTIFF and the other AGGRIEVED
14 EMPLOYEES for all time worked, and failed to issue to PLAINTIFF and the
15 AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among
16 other things, all applicable hourly rates in effect during the pay periods and the
17 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform
18 policies and practices are intended to purposefully avoid the accurate and full payment for
19 all time worked as required by California law which allows DEFENDANTS to illegally
20 profit and gain an unfair advantage over competitors who comply with the law. To the
21 extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
22 DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.
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1 **A. Meal Period Violations**

2 24. Pursuant to the Industrial Welfare Commission Wage Orders,
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4 DEFENDANTS were required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for
5 all their time worked, meaning the time during which an employee is subject to the control
6 of an employer, including all the time the employee is suffered or permitted to work. From
7 time-to-time during the PAGA PERIOD, DEFENDANTS required PLAINTIFF and
8 AGGRIEVED EMPLOYEES to work without paying them for all the time they were
9 under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's demanding work
10 requirements and DEFENDANTS' under staffing, DEFENDANTS required
11 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-
12 duty meal break. PLAINTIFF was from time to time interrupted by work assignments
13 while clocked out for what should have been PLAINTIFF's off-duty meal break. Indeed,
14 there were many days where PLAINTIFF did not even receive a partial lunch. As a result,
15 the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and
16 overtime wages by regularly working without their time being accurately recorded and
17 without compensation at the applicable minimum wage and overtime rates.
18 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
19 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANTS'
20 business records.
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1 25. From time-to-time during the PAGA PERIOD, as a result of their rigorous
2 work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
3 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
4 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
5 and other AGGRIEVED EMPLOYEES were required from time to time to perform work
6 as ordered by DEFENDANTS for more than five (5) hours during some shifts without
7 receiving a meal break. Further, DEFENDANTS from time to time
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11 **B. Rest Period Violations**

12 26. From time-to-time during the PAGA PERIOD, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES were also required from time to time to work in excess of
14 four (4) hours without being provided ten (10) minute rest periods as a result of their
15 rigorous work schedule and DEFENDANTS' inadequate staffing . Further, for the same
16 reasons these employees were denied their first rest periods of at least ten (10) minutes for
17 some shifts worked of at least two (2) to four (4) hours from time to time, a first and second
18 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
19 (8) hours from time to time, and a first, second and third rest period of at least ten (10)
20 minutes for some shifts worked often (10) hours or more from time to time. When they
21 were provided rest breaks, PLAINTIFF and other employees were required to remain on
22 the premises and remain on duty during those breaks. PLAINTIFF and other
23 AGGRIEVED EMPLOYEES were also not provided with one-hour wages in lieu thereof.
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1 As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
2 PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time denied their
3 proper rest periods by DEFENDANTS and DEFENDANTS' managers.
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7 27. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
8 minimum wage, overtime wage compensation, and meal break wages, by working without
9 their time being correctly recorded and without compensation at the applicable rates.
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11 DEFENDANTS' policy and practice not to pay PLAINTIFF and other AGGRIEVED
12 EMPLOYEES for all time worked is evidenced in DEFENDANTS' business records.
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15 **VI.**
16 **FIRST CAUSE OF ACTION**

17 **For Civil Penalties Pursuant to Private Attorneys General Act ("PAGA")**
18 **[Cal. Lab. Code §§ 2698, et seq.]**

19 **(By PLAINTIFF and AGGRIEVED EMPLOYEES and Against All DEFENDANTS)**

20 28. PLAINTIFF and the AGGRIEVED EMPLOYEES reallege and incorporate by
21 this reference, as though fully set forth herein, the prior paragraphs of this Complaint.
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24 29. PAGA is a mechanism by which the State of California itself can enforce state
25 labor laws through the employee suing under the PAGA who do so as the proxy or agent
26 of the state's labor law enforcement agencies. An action to recover civil penalties under
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1 PAGA is fundamentally a law enforcement action designed to protect the public and not to
2 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
3 but to create a means of "deputizing" citizens as private attorneys general to enforce the
4 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
5 public interest to allow aggrieved employees, acting as private attorneys general to recover
6 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
7 claims cannot be subject to arbitration.
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11 30. PLAINTIFF brings this Representative Action on behalf of the State of
12 California with respect to herself and all other current and former AGGRIEVED
13 EMPLOYEES employed by DEFENDANTS during the PAGA PERIOD.
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16 31. At all relevant times, for the reasons described herein, and others, PLAINTIFF
17 and the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS
18 within the meaning of Labor Code Section 2699(c).
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21 32. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE,
22 like PLAINTIFF, on behalf of herself and other current or former employees, to bring a
23 civil action to recover civil penalties pursuant to the procedures specified in Labor Code
24 Section 2699.3
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1 33. PLAINTIFF complied with the procedures for bringing suit specified in Labor
2 Code Section 2699.3. By certified letter, return receipt requested, dated October 25, 2025,
3 PLAINTIFF gave written notice to the Labor and Workforce Development Agency
4 (“LWDA”) and to DEENDANT of the specific provisions of the Labor Code alleged to
5 have been violated, including the facts and theories to support the alleged violations. See
6 Exhibit #1, attached hereto and incorporated by this reference herein.
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10 34. As of January 25, 2026, more than sixty-five (65) days after serving the LWDA
11 with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by
12 certified mail of its intent to investigate the DEFENDANTS’ alleged violations as
13 mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code
14 Section 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause
15 of action.
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19 35. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
20 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations
21 of Labor Code Section 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194,
22 1197, 1197.1, and 1198, in the following amounts:
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- 25 a. For violation of Labor Code Sections 201, 202, 203, and 204, one
26 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period
27 for the initial violation and two hundred dollars (\$200) for AGGIEVED
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1 EMPLOYEE per pay period for each subsequent violation [penalty per
2 Labor Code Section 2699(f)(2)];
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4
5 b. For violations of Labor Code Section 226(a), a civil penalty in the
6 amount of two hundred fifty dollars (\$250) for each AGGRIEVED
7 EMPLOYEE for any initial violation and one thousand dollars for each
8 subsequent violation [penalty per Labor Code Section 226.3];
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11 c. For violations of Labor Code Sections 204, a civil penalty in the
12 amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE
13 for any initial violation and two hundred dollars (\$200) for AGGRIEVED
14 EMPLOYEE for each subsequent violation [penalty per Labor Code
15 Section 210];
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18 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil
19 penalty in the amount of fifty dollars (\$50) for each underpaid
20 AGGRIEVED EMPLOYEE for the initial violation and hundred dollars
21 (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent
22 violation [penalty per Labor Code Section 558];
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24
25 e. For violations of Labor Code Section 2269(a), a civil penalty in the
26 amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE
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1 per violation in an initial citation and one thousand dollars (\$1,000) per
2 AGGRIEVED EMPLOYEE for each subsequent violation [penalty per
3 Labor Code Section 226.3];
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5 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and
6 1199, a civil penalty in the amount of one hundred dollars (\$100) per
7 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
8 hundred dollars fifty (\$250) per AGGRIEVED EMPLOYEE per pay period
9 for each subsequent violation [penalty per Labor Code Section].
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12 36. For all provisions of the Labor Code for which civil penalty is not specifically
13 provided, Labor Code § 2699(f) imposes upon DEFENDANTS a penalty of one hundred
14 dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation
15 and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for
16 each subsequent violation. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled
17 to an award of reasonable attorney's fees and costs in connection with their claims for civil
18 penalties pursuant to Labor Code Section 2699(g)(1).
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22 37. To the extent that any of the conduct and violations alleged herein did not affect
23 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
24 that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018)
25 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23
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1 Cal. App. 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by at
2 least one Labor Code violation committed by an employer—to pursue penalties for all the
3 Labor Code violations committed by that employer.”], Emphasis added, reh'g denied (June
4 13, 2018).)

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7 **VII.**
8 **PRAYER FOR RELIEF**

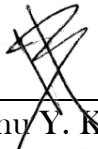
9 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 10 (a) For reasonable attorney’s fees and costs of suit to the extent permitted by law, including
11 pursuant to Labor Code § 2699, *et seq.*;
- 12 (b) For civil penalties to the extent permitted by law pursuant to the Labor Code under the
13 Private Attorneys General Act; and
- 14 (c) For such other relief as the Court deems just and proper.

15
16 Dated: April 27, 2026.

17 Respectfully Submitted,

18 LAW CALIFORNIA LAW FIRM

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21 _____
22 Eliyahu Y. Kaplunovsky,
23 Attorney for PLAINTIFF
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF demands a jury trial on all issues triable to a jury.

3
4 Dated: April 27, 2026

5 Respectfully Submitted,

6 **LAW CALIFORNIA LAW FIRM**

7
8 By: _____

9 Eliyahu Y. Kaplunovsky
10 Attorneys for PLAINTIFF
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EXHIBIT “A”



Law California Law Firm

3526 Investment Blvd. Suite 215
Hayward, CA 94545
Phone (510) 736-0688
Fax (888) 475-7798
www.law-california.business.site

"Justice is our Passion"

October 20, 2025

Via Online Submission

California Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Zee Foods, LLC
44755 S Grimmer Blvd suite c,
Fremont, CA 94538

To LWDA, Zee Foods, LLC:

RE: Notice of Labor Law Violations
California Labor Code §§2699.3(b)(2)(B)(ii),(c), 226.7(c), 510,512(a) et seq.
Cal. Code Regs. Tit. 2, § 599.780; Cal. Code Regs. tit. 8, § 11070(4)(B)
Location of Violations: 44755 S Grimmer Blvd suite c, Fremont, CA 94538

This is a PAGA notice submitted pursuant to Labor Code §2699.3(b)(2)(B)(ii), which authorizes aggrieved employees to pursue PAGA civil penalties under the provisions set forth in Labor Code §2699.3(c).

On or about August 2025 and at least 5 years prior, aggrieved employee Reina Jimenez ("Complainant" or "Employee"), on behalf of herself and other similarly situated aggrieved employees including all other crew members and non-supervisory employees employed by Zee Food, LLC ("Employer") at the Zee Foods, LLC 44755 S Grimmer Blvd suite c, Fremont, CA 94538, California location, where they worked allege that Employers willfully failed to pay for wages due for "hours worked. Cal. Code of Regs., tit. 8, § 13520 "A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Complainants further allege that Employers failed to provide meal and rest periods under Labor Code §§226.7(c), 512(a) and under Cal. Code Regs. Tit. 2, § 599.780; Cal. Code Regs. tit. 8, § 11070(4)(B) for themselves and other similarly situated employees.

Complainant' therefore seeks to recover on behalf of the State of California and all aggrieved employees all civil penalties made recoverable by PAGA.

Meal Period Law

Complainants and each of them was employed for a work period of eight hours, and as such were entitled to meal period of not less than 30 minutes. None of the complainants waived their meal period by mutual consent. Under Cal. Lab. Code. § 512(a) (“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”).

Overtime Law

Complainants and each of them worked for a period exceeding eight hours per day but received no overtime pay at the proper legal rate. Claimants and each of them also worked more than twelve hours in a work shift and would receive no double time pay. California Labor Code § 510 requires overtime pay for non-exempt employees at one-and-a-half times their regular rate of pay when they work (a) more than 8 hours in a workday, (b) more than 40 hours in a workweek, or (c) more than six consecutive days in a workweek. Non-exempt employees get double-time pay for working more than 12 hours in a workday *or* more than 8 hours on the seventh consecutive day in a workweek.

Missed Meal Periods

While complainants did receive their meal period some of the time as required under Lab. Code 512(a), they were not allowed to take their meal breaks after 5 hours and sometimes were not provided a meal break at all, but were ordered by Employers to clock out for the day after completion of the fifth hour and were sent home without having been granted a meal period. California Labor Code Section 226.7(c) provides, “[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” Cal. Lab. Code § 226.7(c).

Missed Rest Periods

Employers failed to grant Complainants with rest periods after four hours of work citing deadlines, time crunches or simply not allowing Complainants to receive their required rest period. Cal. Code Regs. Tit. 2, § 599.780 states that: Every employee may be granted a rest period of not to exceed 15 minutes during each four hours or major fraction thereof of a working period but the total for any day shall not exceed 25 minutes. The appointing power or its designated representative shall determine the time when the rest period is to be taken and to whom it applies. Insofar as practicable, the rest period shall be granted in the middle of each work period. A rest period shall not be granted during

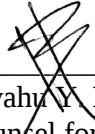
the first or last hour of a work period nor shall rest period time be accumulated. Except with the consent of the appointing power an employee shall not leave the building where employed.

Complainant was employed by Employer on and after the beginning of the PAGA limitations period on January 01, 2011 until May 30, 2025

The willful and flagrant workplace conditions and practices Employers where Complainants were employed constituted and continues' to constitute oppressive, fraudulent and unfair practices. Those practices include but are not limited to Employers knowing failure to: provide sufficient meal break and rest periods and payment for all hours worked in order to allow employees to work be more productively with less pressure and stress and to receive the compensation they have earned.

Law California Law Firm

By: _____


Eliyahu V. Kaplunovsky, Esq.
Counsel for Complainant(s)

cc:
Zee Foods, LLC
44755 S Grimmer Blvd suite c,
Fremont, CA 94538

PROOF OF SERVICE

Reina Jimenez et al. v. Zee Foods, LLC
LWDA Case No. LWDA-CM-1132894-25

I, Hector Esquivel, do hereby declare that I am resident or employed in the County of Alameda; am over 18 years of age, not a party to the within action and that I am employed, and my business address is:

Law California Law Firm
3526 Investment Blvd. Suite 215
Hayward, CA 94545

On October 21, 2025, I served the following document(s):

1. PAGA NOTICE LWDA CASE NO.: LWDA-CM-1132894-25

Was(were) placed for deposit in the United States Postal Service in a sealed envelope, by first class mail, with postage fully prepaid, on the interested party(ies) addressed to:

Zee Foods, LLC
44755 S Grimmer Blvd suite c,
Fremont, CA 94538

I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Executed on October 21, 2025 at Hayward, California.

/s/ Hector Esquivel
Hector Esquivel, Legal Assistant