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Attorneys for Plaintiffs BLANCA RIVERA AND GUSTAVO HERNANDEZ,
 on behalf of themselves and others similarly situated

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

BLANCA RIVERA AND GUSTAVO
 HERNANDEZ, on behalf of themselves and
 others similarly situated,

Plaintiffs,

vs.

LEGENDARY STAFFING, INC. dba FOR
 LEGENDARY STAFFING, a California
 corporation; ATLANTIC SOLUTIONS
 GROUP INC., a Delaware corporation;
 EMPIRE WORKFORCE SOLUTIONS, an
 entity of unknown form; BARONHR, LLC dba
 THE BARONHR FAMILY OF STAFFING
 COMPANIES, a Delaware limited liability
 company; VALLEY FINE FOODS
 COMPANY, LLC, California limited liability
 company; and DOES 1 through 50, inclusive,

Defendants.

Case No. **CU23-01485**

CLASS ACTION

Assigned for All Purposes To:
 Hon. **STEPHEN GIZZI**
 Dept.: **3**

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
7. Penalties Pursuant to Labor Code § 203; and
8. Violation of Business & Professions Code § 17200 et seq.

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiffs BLANCA RIVERA and GUSTAVO HERNANDEZ formerly known as Mario
2 Hernandez, (hereinafter collectively “Plaintiffs”) on behalf of themselves and all others similarly
3 situated (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each
4 of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiffs brings this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants LEGENDARY
9 STAFFING, INC. dba FOR LEGENDARY STAFFING, a California corporation, ATLANTIC
10 SOLUTIONS GROUP INC., a Delaware corporation, EMPIRE WORKFORCE SOLUTIONS, an
11 entity of unknown form, BARONHR, LLC dba THE BARONHR FAMILY OF STAFFING
12 COMPANIES, a Delaware limited liability company, VALLEY FINE FOODS COMPANY, LLC,
13 California limited liability company, and DOES 1 through 50 (all defendants being collectively
14 referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them, violated
15 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
16 Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

17 2. Plaintiffs are residents of California and during the time period relevant to this
18 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
19 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class
20 members worked for Defendants in Solano County, and in other nonexempt positions, throughout
21 California and, and consistently worked at Defendants’ behest without being paid all wages due.
22 More specifically, Plaintiffs and the other similarly situated Class members were employed by
23 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
24 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs
25 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
26 subjected to the same policies and practices, and (3) endured similar violations at the hands of
27 Defendants as the other Employee Class members who served in similar and related positions.

28 ///

3. Defendants required Plaintiffs and the Employees in the Class to perform work while remaining under Defendants' control before and after being on the clock for their daily work shift. Defendants thus failed to pay Plaintiffs and the Class members for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiffs and the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiffs

4. Plaintiffs BLANCA RIVERA and GUSTAVO HERNANDEZ has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant LEGENDARY STAFFING, INC. dba FOR LEGENDARY STAFFING, ("LS") is a California corporation with its principle executive office in Anaheim, California, and has been listed as the employer on the wage statements issued to Plaintiffs during the relevant time period. LS lists a California address in Anaheim, California with the California Secretary of State, and employs Class members in Solano County, including at Defendants' offices and facilities in Benicia, California, and throughout California and conducts business throughout California.

6. Defendant ATLANTIC SOLUTIONS GROUP INC., ("ASG") is a Delaware corporation with its principle executive office in Ontario, California, and has been listed as the employer on the wage statements issued to Plaintiffs during the relevant time period. ASG lists a California address in Ontario, California with the California Secretary of State, and employs Class members in Solano County, including at Defendants' offices and facilities in Benicia, California, and throughout California and conducts business throughout California.

7. Defendant EMPIRE WORKFORCE SOLUTIONS, ("EWS") is an entity of unknown form with its principle executive offices in Ontario, California and has been listed on Plaintiff's personnel file during the relevant time period. EWS does not list a California address

1 with the California Secretary of State, but upon information and belief, employs Plaintiff and the
2 Aggrieved Employees in Solano County, including at Defendants' offices and facilities in Benicia,
3 California, and throughout California and conducts business throughout California.

4 8. Defendant BARONHR, LLC dba THE BARONHR FAMILY OF STAFFING
5 COMPANIES, a Delaware limited liability company ("BARONHR") is a California corporation
6 with its principle executive office in Anaheim Hills, California, and has been listed as the
7 employer on the wage statements issued to Plaintiffs during the relevant time period. BARONHR
8 lists a California address in Anaheim Hills, California with the California Secretary of State, and
9 employs Class members in Solano County, including at Defendants' offices and facilities in
10 Benicia, California, and throughout California and conducts business throughout California.

11 9. Defendant VALLEY FINE FOODS COMPANY, LLC, a California limited
12 liability company ("VFFC") is a California corporation with its principle executive office in
13 Benicia, California, and has been listed as the employer on the wage statements issued to Plaintiffs
14 during the relevant time period. VFFC lists a California address in Benicia, California with the
15 California Secretary of State, and employs Class members in Solano County, including at
16 Defendants' offices and facilities in Benicia, California, and throughout California and conducts
17 business throughout California.

18 10. The true names and capacities, whether individual, corporate, associate, or
19 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
20 unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names under Code
21 of Civil Procedure § 474. Plaintiffs are informed and believes and thereon alleges that Defendants
22 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
23 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
24 this Complaint to reflect the true names and capacities of the Defendants designated herein as
25 Does 1 through 50 when their identities become known.

26 11. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
27 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
28 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of

1 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
2 all respects as the employers or joint employers of Employees. Defendants, and each of them,
3 exercised control over the wages, hours or working conditions of Employees, or suffered or
4 permitted Employees to work, or engaged, thereby creating a common law employment
5 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
6 employed Employees.

7 **JURISDICTION AND VENUE**

8 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
10 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
11 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
12 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
13 obligations and liabilities giving rise to this lawsuit occurred at least in part in Solano County and
14 Defendants maintain and operate company offices and facilities in Solano County, and employ
15 Plaintiffs and other Class members in Solano County and throughout California.

16 **FACTUAL BACKGROUND**

17 13. The Employees who comprise the Class and Collective, including Plaintiffs, are
18 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
19 Employees who work in nonexempt positions at the direction of Defendants in the State of
20 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
21 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
22 Plaintiffs and Employees were not paid for the time that they worked “pre-shift” without
23 compensation by standing in lines to clock-in. Plaintiffs also contend that Defendants failed to pay
24 Plaintiffs and the Class members all wages due and owing, failed to provide meal and rest breaks,
25 and failed to furnish accurate wage statements, all in violation of various provisions of the
26 California Labor Code and applicable Wage Orders.

27 14. During the course of Plaintiffs and the Class members’ employment with
28 Defendants, they were not paid all wages they were owed, including for all work performed and

1 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
2 labor budgets low.

3 15. As a matter of uniform Company policy, Plaintiffs and the Class members were
4 required to work during their meal and rest breaks which were not compensated by Defendants in
5 violation of the California Labor Code. Plaintiffs and the Class members were also not paid
6 regular wages and overtime for the time they were required to comply with other requirements
7 imposed upon them, which they had to complete while working through their meal and rest
8 breaks and without compensation. As a result Plaintiffs and the Class members worked shifts
9 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
10 the appropriate overtime rate for all such hours, including by being required to perform work
11 duties and tasks without pay and while off-the-clock. As a result, Plaintiffs and the Class
12 members worked substantial overtime hours during their employment with Defendants for which
13 they were not compensated, in violation of the California Labor Code, applicable IWC Wage
14 Orders.

15 16. As a result of the above described the daily work demands and pressures to work
16 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and
17 the Class members were not properly paid for all wages earned and for all wages owed to them by
18 Defendants, including when working more than eight (8) hours in any given day and/or more than
19 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
20 Plaintiffs and Class members incurred overtime hours worked for which they were not adequately
21 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiffs and
22 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
23 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
24 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
25 Labor Code, applicable IWC Wage Orders.

26 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
27 continuing to the present, Defendants had a consistent policy or practice of failing to pay
28 Employees for all hours worked, and failing to pay minimum wage for all time worked as required

1 by California Law.

2 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
3 continuing to the present, Defendants had a consistent policy or practice of failing to pay
4 Employees overtime compensation at premium overtime rates for all hours worked in excess of
5 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
6 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
7 sections of IWC Wage Orders.

8 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have regularly required Employees to work shifts in excess
10 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
11 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
12 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
13 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
14 Defendants failed to provide or deficiently provided.

15 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
17 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
18 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
19 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
20 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

21 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to provide Employees with timely,
23 accurate, and itemized wage statements as required by California wage-and-hour laws.
24 Specifically, the wage statements given to Employees by Defendants failed to accurately account
25 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
26 Defendants knew or reasonably should have known were owed to Employees, as alleged
27 hereinabove. The wage statements provided to Employees were confusing and required
28 Employees to engage in discovery and refer to outside sources to verify whether their pay was

correct and potentially resulting in a miscalculation by the Employees.

22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 226, 226.4, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, and 1199.

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

27. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and have been employed by Defendants within the State of California.

28. Further, plaintiffs seek to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all

hours worked in excess of eight in a day and/or forty in a week.

e. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 7. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

j. Subclass 8. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

29. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

30. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

31. The potential members of the class as defined are so numerous that joinder of all

1 the member of the class is impracticable. While the precise number of class member has not been
2 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
3 time period relevant to this lawsuit, employed more than 100 individuals were employed by
4 Defendant's within the State of California.

5 32. Accounting for employee turnover during the relevant time period increases this
6 number substantially. Plaintiffs allege that Defendants' employment records will provide
7 information as to the number and location of all class members.

8 **B. Commonality**

9 33. There are questions of law and fact common to the class that predominate over any
10 questions affecting only individual class members. These common questions of law and fact
11 include:

- 12 a. Whether Defendants failed to pay Employees minimum wages;
- 13 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 14 c. Whether Defendants failed to pay Employees overtime as required under Labor
15 Code § 510;
- 16 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
17 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
18 premium pay in lieu thereof;
- 19 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
20 Orders, by failing to provide Employees with requisite rest breaks or premium pay
21 in lieu thereof;
- 22 g. Whether Defendants violated Labor Code § 226(a);
- 23 h. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 24 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
25 wages and compensation due and owing at the time of termination of employment;
- 26 j. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- 27 k. Whether Employees are entitled to equitable relief pursuant to Business and
28 Professions Code § 17200 et seq.

1 **C. Typicality**

2 34. The claims of the named plaintiffs are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendant's common
4 course of conducts in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 35. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
8 Counsel who represents Employees are experienced and competent in litigating employment class
9 actions.

10 **E. Superiority of Class Action**

11 36. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
13 questions of law and fact common to all Employees predominate over any questions affecting only
14 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
15 Defendants' illegal policies or practices of failing to compensate Employees properly.

16 37. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

22 38. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 39. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Employees time records and failing to pay
26 Employees for all hours worked. Employees would work hours and not receive wages, including
27 as alleged above in connection with working during meal breaks, worked "pre-shift" without
28 compensation by standing in lines to clock-in. Additionally, Defendants had a consistent policy

1 of failing to pay Employees for hours worked during alleged meal periods for which Employees
2 were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiffs
3 and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
4 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
5 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
6 compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

7 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
8 states:

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

12 41. The applicable minimum wages fixed by the commission for work during the
13 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
14 therefore entitled to double the minimum wage during the relevant period.

15 42. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to California Labor Code § 1194(a) which states:

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

23 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

25 44. California Labor Code § 1194.2 also provides for the following remedies:

26 In any action under Section 1194 . . . to recover wages because of
27 the payment of a wage less than the minimum wages fixed by an
28 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.

45. Defendants have the ability to pay minimum wages for all time worked and have
willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

1 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
2 (including double minimum wages), liquidated damages in an amount equal to the minimum
3 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
4 to California Labor Code § 1194(a).

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

7 **(Against All Defendants)**

8 47. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
11 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
12 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
13 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
14 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
15 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
16 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
17 paying Employees wages for all hours worked including time off the clock working "pre-shift"
18 without compensation by standing in lines to clock-in. Employees regularly worked over 8 hours
19 on a given day without receiving overtime compensation.

20 49. Defendants' failure to pay compensation in a timely fashion also constituted a
21 violation of California Labor Code § 204, which requires that all wages shall be paid
22 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
23 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
24 and overtime compensation earned by Employees. Each such failure to make a timely payment of
25 compensation to Employees constitutes a separate violation of California Labor Code § 204.

26 50. Employees have been damaged by these violations of California Labor Code §§
27 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

28 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the

relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

52. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

53. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

54. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law.

55. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did pay meal period premiums, they did so at the normal regular rate of pay without factoring in all

1 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

2 56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
3 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
4 period not provided or deficiently provided, a sum to be proven at trial.

5 **FOURTH CAUSE OF ACTION**

6 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

8 57. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
11 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
12 not less than ten (10) minutes for each consecutive four (4) hour shift.

13 59. Defendants failed to provide Employees with timely rest breaks of not less than ten
14 (10) minutes for each consecutive four (4) hour shift.

15 60. Moreover, Defendants failed to compensate Employees for each rest period not
16 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
17 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
18 accordance with this section, the employer shall pay the employee one hour of pay at the
19 employee's regular rate of compensation for each workday that the rest period is not provided.
20 Defendants failed to compensate the Employees in the Class for each rest period not provided or
21 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
22 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
23 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
24 or by otherwise incorrectly calculating the regular rate.

25 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
26 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
27 worked without the required rest breaks, a sum to be proven at trial.

28 ///

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

62. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

63. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

64. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees.

65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an

1 award of costs and reasonable attorneys' fees.

2 67. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
3 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
4 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
5 employee for each pay period.

6 68. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
7 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
8 shown according to proof.

9 **SIXTH CAUSE OF ACTION**
10 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
11 **AND 1174.5**
12 **(Against All Defendants)**

13 69. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 70. California Labor Code § 1174 requires that all employers shall keep accurate time
16 and wage records for all employees. California Labor Code § 1174.5 further requires that any
17 employee suffering injury due to a willful violation of the aforementioned obligations may seek
18 damages, including civil penalties, from the employer.

19 71. During the course of Plaintiffs' and Employees' employment, Defendants
20 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
21 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
22 wages, overtime, and premium pay as discussed above.

23 72. Accordingly, Defendants are liable for civil penalties pursuant to the California
24 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

25 **SEVENTH CAUSE OF ACTION**
26 **VIOLATION OF LABOR CODE § 203**
27 **(Against All Defendants)**

28 73. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 74. Numerous Employees are no longer employed by Defendants; they either quit
3 Defendants' employ or were fired therefrom.

4 75. Defendants failed to pay these Employees all wages due and certain at the time of
5 termination or within seventy-two (72) hours of resignation.

6 76. The wages withheld from these Employees by Defendants remained due and owing
7 for more than thirty (30) days from the date of separation of employment.

8 77. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
9 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
10 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
11 to thirty (30) days from the date they were due.

12 **EIGHTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

14 **(Against All Defendants)**

15 78. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 79. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this
18 claim pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as
19 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
20 and the general public. Plaintiffs seek to enforce important rights affecting the public interest
21 within the meaning of Code of Civil Procedure
22 § 1021.5.

23 80. Plaintiffs are a "person" within the meaning of Business & Professions Code
24 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
25 relief, restitution, and other appropriate equitable relief.

26 81. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
27 business practices.

28 82. Wage-and-hour laws express fundamental public policies. Paying employees their

1 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
2 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
3 to enforce minimum labor standards, to ensure that employees are not required or permitted to
4 work under substandard and unlawful conditions, and to protect law-abiding employers and their
5 employees from competitors who lower costs to themselves by failing to comply with minimum
6 labor standards.

7 83. Defendants have violated statutes and public policies. Through the conduct alleged
8 in this Complaint Defendants have acted contrary to these public policies, have violated specific
9 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
10 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs,
11 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
12 guaranteed to all employees under the law.

13 84. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
14 violation of the Business & Professions Code § 17200 et seq.

15 85. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
16 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
17 care should have known that their conduct was unlawful; therefore their conduct violates the
18 Business & Professions Code § 17200 et seq.

19 86. As a proximate result of the above-mentioned acts of Defendants, Employees have
20 been damaged, in a sum to be proven at trial.

21 87. Unless restrained by this Court Defendants will continue to engage in such
22 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
23 make such orders or judgments, including the appointment of a receiver, as may be necessary to
24 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
25 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
26 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
27 failed to pay.

28 ///

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for the following relief:

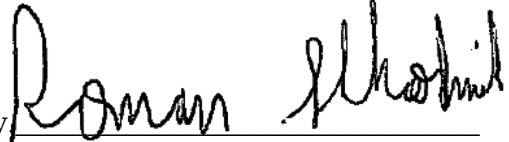
1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq., including disgorgement or profits, as may be proven;
11. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
12. For all general, special, and incidental damages as may be proven;
13. For an award of pre-judgment and post-judgment interest;
14. For an award providing for the payment of the costs of this suit;

1 15. For an award of attorneys' fees; and

2 16. For such other and further relief as this Court may deem proper and just.

3
4 DATED: May 17, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

5
6 By 

7 David Yeremian
8 Roman Shkodnik
9 Attorneys for Plaintiffs
10 BLANCA RIVERA and
11 GUSTAVO HERNANDEZ
12 and the putative class
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DATED: May 17, 2023

By Roman Elshohid

David Yeremian
Roman Shkodnik
Attorneys for Plaintiffs
BLANCA RIVERA AND
GUSTAVO HERNANDEZ
and the putative class