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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/21/2023 11:19 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

Attorneys for Plaintiff ADELA RUEDA,
on behalf of herself and current and former aggrieved employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

ADELA RUEDA, on behalf of herself and
current and former aggrieved employees,
Plaintiff,

vs.

DTF PREP, LLC; and DOES 1 to 100, inclusive,
Defendants.

Case No.: **23STCV17115**

PAGA ACTION

**PLAINTIFF ADELA RUEDA'S
COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff ADELA RUEDA ("Plaintiff"), who alleges and complains
against Defendants DTF PREP, LLC; and DOES 1 to 100, inclusive (collectively "Defendants")
as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally

1 required and legally compliant meal and rest periods, and failure to timely pay earned wages
2 during employment, and failure to provide complete and accurate wage statements. Plaintiff seeks
3 on a representative basis, following notice to the Labor and Workforce Development Agency, civil
4 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
5 on behalf of Plaintiff, the State of California, and others aggrieved.

6 **II. JURISDICTION AND VENUE**

7 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
8 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
9 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
10 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
11 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
12 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
13 aggrieved California-based hourly non-exempt employees occurred in locations throughout
14 California, including but not limited to Los Angeles County at 15323 Proctor Ave, City of
15 Industry, CA 91745.

16 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
17 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
18 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
19 tolled from April 6, 2020, until October 1, 2020.

20 **III. PARTIES**

21 4. Plaintiff brings this action as a representative of the Labor and Workforce
22 Development Agency on behalf of herself and other current and former employees subject to
23 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
24 filed include current, former and/or future employees of Defendants who work, worked, or will
25 work for Defendants as direct employees as well as temporary employees employed through temp
26 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
27 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
28 employed by Defendants in an hourly position at Defendants' City of Industry from approximately

1 April 14, 2023, through the present.

2 5. Plaintiff is informed and believes and thereon alleges that Defendant DTF PREP,
3 LLC is authorized to do business within the State of California and is doing business in the State
4 of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
5 acting on behalf of Defendant DTF PREP, LLC in the establishment of, or ratification of, the
6 aforementioned illegal wage and hour practices or policies. Defendant DTF PREP, LLC operates
7 in Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,
8 including but not limited to, at 15323 Proctor Ave, City of Industry, CA 91745.

9 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
10 through 50 are corporations, or are other business entities or organizations of a nature unknown to
11 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
12 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
13 working conditions of employment of Plaintiff and aggrieved employees.

14 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
15 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
16 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
17 supervisor, independent contractor and/or employee of each defendant who violated or caused to
18 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
19 the Industrial Welfare Commission's wage orders regulating hours and days of work.

20 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
21 sues said defendants by said fictitious names, and will amend this complaint when the true names
22 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
23 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
24 named defendants is in some manner responsible for the events and allegations set forth in this
25 complaint.

26 9. Plaintiff makes the allegations in this complaint without any admission that, as to
27 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
28 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

4 **(Against all Defendants by Plaintiff)**

5 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
7 Defendants violated Labor Code sections 204, 226, 226.7, 510, 512, 1194, 1197, and the
8 applicable Wage Orders.

9 12. Specifically, Defendants have committed the following violations of California
10 Labor Code:

11 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
13 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
14 which includes all time that an employee is under control of the employer and all time the
15 employee is suffered and permitted to work. This includes the time an employee spends, either
16 directly or indirectly, performing services which inure to the benefit of the employer.

17 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
18 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
19 Wage Orders.

20 15. In this case, Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
22 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
24 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
25 not limited to:

26 (a) Requiring Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees to don personal protective equipment ("PPE") and wash their hands
28 prior to clocking in for the start of their shift and doff their PPE after clocking out for the end of

1 their shift without being paid for that time; and

2 (b) Requiring Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees to doff and don their PPE and wash their hands while off-the-clock
4 during meal breaks.

5 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
6 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
7 control without paying wages for that time. This resulted in Plaintiff and other current and former
8 aggrieved California-based hourly non-exempt employees working time for which they were not
9 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
10 Wage Order.

11 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
12 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
13 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
14 which includes all time that an employee is under control of the employer and all time the
15 employee is suffered and permitted to work. This includes the time an employee spends, either
16 directly or indirectly, performing services that inure to the benefit of the employer.'

17 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
18 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
19 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

20 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
21 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
22 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
23 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
24 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

25 Labor Code section 510.

26 19. In this case, Defendants failed to pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
28 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

1 (a) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees to don personal protective equipment (“PPE”) and wash their hands
3 prior to clocking in for the start of their shift and doff their PPE after clocking out for the end of
4 their shift without being paid for that time; and

5 (b) Requiring Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees to doff and don their PPE and wash their hands while off-the-clock
7 during meal breaks.

8 20. The foregoing policies, practices, and/or procedures resulted in time during each
9 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
10 employees were under the control of Defendants but were not compensated. To the extent that the
11 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
12 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
13 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
14 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
15 sections 510 and 1194 and the applicable Wage Order.

16 21. **Failure to pay wages to hourly non-exempt employees for workdays that**
17 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees regularly worked
19 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

20 22. California law requires an employer to authorize or permit an employee an
21 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
22 all duties and the employer relinquishes control over the employee’s activities prior to the
23 employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker*
24 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
25 employee for a work period of more than ten (10) hours per day without providing the employee
26 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
27 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
28 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal

1 period is only permitted when: (1) the nature of the work prevents an employee from being
2 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

3 23. If an employer fails to provide an employee a meal period in accordance with the
4 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
5 for each workday that a legally required and compliant meal period was not provided. Labor Code
6 section 226.7; Wage Order 1 at §11.

7 24. In this case, Defendants failed to authorize or permit legally required and compliant
8 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
9 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
10 limited to:

11 (a) Failing to provide Plaintiff and other current and former aggrieved
12 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
13 least 30 minutes due Defendant's requirement that they doff and don their PPE and wash their
14 hands while off-the-clock during their off-the-clock meal breaks; and

15 (b) Discouraging off-duty, off-premises meal breaks due to Defendant's
16 requirement that Plaintiff and other current and former aggrieved California-based hourly non-
17 exempt employees don and doff their PPE during their meal breaks if they wished to leave the
18 premises.

19 25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
21 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
22 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
23 employees did not receive legally required and compliant meal periods, in violation of Labor Code
24 section 226.7.

25 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
26 and other current and former aggrieved California-based hourly non-exempt employees not
27 receiving wages to compensate them for workdays during which Defendants did not provide them
28 with meal periods in compliance with California law.

27. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

28. California law requires every employer to authorize and permit an employee a rest period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

29. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 1 at §12.

30. In this case, Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not limited to:

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to travel to and from a designated area and wash their hands during rest breaks resulting in rest breaks that were not duty-free and/or less than a net 10-minutes.

31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
2 workday they did not receive legally required and compliant rest periods, in violation of Labor
3 Code section 226.7.

4 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees not
6 receiving wages to compensate them for workdays in which Defendants did not provide them with
7 rest periods in compliance with California law.

8 33. **Failure to timely pay earned wages during employment:** In California, wages
9 must be paid at least twice during each calendar month on days designated in advance by the
10 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
11 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
12 16th and the 26th day of that month and wages earned between the 16th and the last day,
13 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
14 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
15 paid within seven (7) calendar days following the close of the payroll period in which wages were
16 earned. Labor Code section 204(d).

17 34. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
18 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
19 exempt employees' earned wages (including minimum wages, overtime wages, meal period
20 premium wages, and/or rest period premium wages), in violation of Labor Code section 204.
21 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
22 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
23 their earned wages within the applicable time frames outlined in Labor Code section 204.

24 35. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
25 employee, on behalf of himself or herself and other current or former employees, to bring a civil
26 action to recover civil penalties against all Defendants pursuant to the procedures specified in
27 Labor Code section 2699.3.

28 36. Plaintiff has complied with the procedures for bringing suit specified in Labor

1 Code section 2699.3. On May 15, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
2 provided notice to Defendants by certified mail which provided notice of the specific provisions of
3 the Labor Code alleged to have been violated, including the facts and theories to support the
4 violations alleged.

5 37. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
6 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
7 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
8 parties with notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA
9 intends to investigate Plaintiff's claims.

10 38. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code sections 204, 226, 226.7, 510, 512, 1194,
12 1197. During Plaintiff's employment and continuing through the present, preceding Plaintiff
13 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

14 a. For violations of Labor Code sections 204, 226.7, and 512; one hundred
15 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
16 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
17 [penalty amounts established by Labor Code section 2699(f)(2)].

18 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
19 for each employee for each pay period for the initial violation, and for each subsequent violation,
20 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
21 established by Labor Code section 226.3].

22 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
23 employee for each pay period for the initial violation, and for each subsequent violation, one
24 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
25 established by Labor Code section 558].

26 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
27 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
28 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay

period [penalty amounts established by Labor Code section 1197.1].

39. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

Dated: July 21, 2023

Respectfully submitted,
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By:



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