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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARCOS LAGOS ZALDIVAR, as
an aggrieved employee pursuant to
the Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other aggrieved
employees,

Plaintiff,

vs.

CALIFORNIA RANCH FOOD
COMPANY, INC., a California
Corporation; CITISTAFF
SOLUTIONS, INC., a California
Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: **26STCV06524**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Marcos Lagos Zaldivar, as an aggrieved employee and on behalf of the State
2 of California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on December 11, 2025, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants employ persons within the
3 County of Los Angeles, and have violated the requirements of the California Labor Code and
4 applicable Wage Order in this county which give rise to the penalties sought in this action. Cal.
5 Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California
6 Labor Code and the applicable Wage Order in at least one location within the County of Los
7 Angeles, including Defendants' auto dealership in Palmdale, California. Pursuant to California
8 Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by
9 statute in the county in which the cause, or some part of the cause, arose. Because Defendants
10 have employees in Los Angeles County and Plaintiff could bring an action filed under PAGA in
11 any county in which an aggrieved employee worked and Labor Code violations occurred, venue
12 is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.
13 App. 5th 1069 (2021).

14 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
15 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private
16 attorneys general their current or former employers for various civil penalties for violations of
17 various provisions in the California Labor Code.

18 THE PARTIES

19 6. Plaintiff Marcos Lagos Zaldivar is a resident of Los Angeles in Los Angeles
20 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
21 from approximately July 2025 to approximately November 2025. Plaintiff worked for
22 Defendants as a Laborer at Defendants' facility in Vernon, California. Plaintiff typically
23 worked anywhere from eight (8) hours to nine (9) hours per day and about five (5) days per
24 week. Plaintiff was paid at a rate of \$16.50 per hour. As a Laborer, his job duties included,
25 without limitation, cutting meat, processing salsa, as well as handling, weighing, sealing,
26 labeling, and boxing processed food products on a fast-paced production line to prepare them
27 for shipment.

28 7. CALIFORNIA RANCH FOOD COMPANY, INC. was and is, upon

1 information and belief, a California corporation, and at all times hereinafter mentioned, an
2 employer whose employees are engaged throughout this county and the State of California.

3 8. CITISTAFF SOLUTIONS, INC. was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

6 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
7 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
8 amend the complaint and serve such fictitiously named Defendants once their names and
9 capacities become known.

10 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
11 were the partners, agents, owners, or managers of CALIFORNIA RANCH FOOD
12 COMPANY, INC. and CITISTAFF SOLUTIONS, INC. at all relevant times.

13 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
14 acts and omissions alleged herein was performed by, or is attributable to, CALIFORNIA
15 RANCH FOOD COMPANY, INC.; CITISTAFF SOLUTIONS, INC.; and/or DOES 1 through
16 10 (collectively, "Defendants" or "CALIFORNIA RANCH"), each acting as the agent,
17 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
18 Defendants and was acting within the course and scope of such agency, employment, joint
19 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any
20 and all Defendants were in accordance with, and represent, the official policy of Defendants.

21 12. At all relevant times, Defendants, and each of them, ratified each and every act
22 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
23 and abetted the acts and omissions of each and all the other Defendants in proximately causing
24 the damages herein alleged.

25 13. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

28 14. Under California law, Defendants are jointly and severally liable as employers

1 for the violations alleged herein because they have each exercised sufficient control over the
2 wages, hours, working conditions, and employment status of Plaintiff and other non-party
3 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
4 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
5 of employment, determined their rate of pay, and maintained their employment records.
6 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
7 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
8 common-law employment relationship. As joint employers of Plaintiff and other non-party
9 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
10 available to Plaintiff and other non-party Aggrieved Employees under the law.

11 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
12 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
13 non-party Aggrieved Employees because Defendants have:

- 14 (a) jointly exercised meaningful control over the work performed by
15 Plaintiff and other non-party Aggrieved Employees;
- 16 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
17 Aggrieved Employees’ wages, hours, and working conditions, including
18 the quantity, quality standards, speed, scheduling, and operative details
19 of the tasks performed by Plaintiff and other non-party Aggrieved
20 Employees;
- 21 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
22 perform work which is an integral part of Defendants’ businesses; and
- 23 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
24 Employees as a matter of economic reality in that Plaintiff and other
25 non-party Aggrieved Employees were dependent on Defendants, who
26 shared the power to set the wages of Plaintiff and other non-party
27 Aggrieved Employees and determined their working conditions, and
28 who jointly reaped the benefits from the underpayment of their wages

1 and noncompliance with other statutory provisions governing their
2 employment.

3 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
4 there has existed a unity of interest and ownership between Defendants such that any
5 individuality and separateness between the entities has ceased.

6 17. CALIFORNIA RANCH FOOD COMPANY, INC.; CITISTAFF SOLUTIONS,
7 INC.; and DOES 1 through 10 are therefore alter egos of each other.

8 18. Adherence to the fiction of the separate existence of Defendants would permit
9 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
10 from liability for the wrongful acts committed by them.

11 **PAGA REPRESENTATIVE ALLEGATIONS**

12 19. Defendants are an education staffing agency that provides a range of services,
13 including special education and substitute services. Upon information and belief, Defendants
14 maintain a single, centralized Human Resources (HR) department at their corporate
15 headquarters in Vernon, California, for all non-exempt, hourly paid employees working for
16 Defendants in California, which is responsible for the recruiting and hiring of new employees,
17 and communicating and implementing Defendants' company-wide policies, including
18 timekeeping policies and meal and rest period policies, to employees throughout California.

19 20. In particular, Plaintiff and other non-party Aggrieved Employees, on
20 information and belief, received the same standardized documents and/or written policies.
21 Upon information and belief, the usage of standardized documents and/or written policies,
22 including new-hire documents, indicate that Defendants dictated policies at the corporate level
23 and implemented them company-wide, regardless of their employees' assigned locations or
24 positions. Upon information and belief, Defendants set forth uniform policies and procedures
25 in several documents provided at an employee's time of hire.

26 21. Upon information and belief, Defendants maintain a centralized Payroll
27 department at their corporate headquarters in Vernon, California, which processes payroll for
28 all non-exempt, hourly paid employees working for Defendants at their various project

1 locations in California, including Plaintiff and other non-party Aggrieved Employees.
2 Further, Defendants issue the same formatted wage statements in the same manner for all non-
3 exempt, hourly paid employees working in California, including Plaintiff and other non-party
4 Aggrieved Employees, irrespective of their location, position, or manner in which each
5 employee's employment ended. In other words, Defendants utilized the same methods and
6 formulas when calculating wages due to Plaintiff and other non-party Aggrieved Employees in
7 California.

8 22. Defendants continue to employ non-exempt or hourly paid employees in
9 California.

10 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
12 and advisors knowledgeable about California labor and wage law, employment and personnel
13 practices, and about the requirements of California law.

14 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
15 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
16 were not recorded.

17 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive certain wages for overtime compensation and that they were not receiving certain
20 wages for overtime compensation.

21 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive at least minimum wages for compensation and that they were not receiving at least
24 minimum wages for work that was required to be done off-the-clock. In violation of the
25 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
26 least minimum wages for work done off-the-clock.

27 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
2 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
4 other non-party Aggrieved Employees were not provided with all meal periods or payment of
5 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
6 uninterrupted, thirty (30) minute meal period.

7 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
10 payment of one (1) additional hour of pay at their regular rates of pay when they were not
11 authorized and permitted to take a compliant rest period. In violation of the California Labor
12 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
13 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
14 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
15 pay when they were not authorized and permitted to take a compliant rest period.

16 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive complete and accurate wage statements in accordance with California law. In
19 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
20 were not provided complete and accurate wage statements.

21 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they had a duty to maintain accurate and complete payroll records in
23 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
24 and intentionally failed to do so.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 timely payment of all wages earned upon termination of employment. In violation of the
28 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive

1 payment of all wages due, including, but not limited to, minimum wages and meal and rest
2 period premiums; and/or reporting time pay within permissible time periods.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 timely payment of wages during their employment. In violation of the California Labor Code,
6 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
7 including, but not limited to, minimum wages and meal and rest period premiums; and/or
8 reporting time pay within permissible time periods.

9 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive reimbursement for all business-related expenses and costs they incurred during the
12 course and scope of their employment and that they did not receive reimbursement of
13 applicable business-related expenses and costs incurred.

14 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants knew or should have known that they had a duty to compensate
16 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
17 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
18 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
19 that they were properly denied wages, all in order to increase Defendants' profits.

20 35. At all times herein set forth, PAGA provides that any provision of law under
21 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
22 assessed and collected by the LWDA for violations of the California Labor Code and
23 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
24 civil action brought on behalf of themselves and other current or former employees pursuant
25 to procedures outlined in California Labor Code section 2699.3.

26 36. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
27 person who was employed by the alleged violator and against whom one or more of the
28 alleged violations was committed."

1 37. Plaintiff and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
3 or former employees and one or more of the alleged violations were committed against them.

4 38. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
5 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
6 following requirements have been met:

- 7 (a) The aggrieved employee shall give written notice by online filing
8 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
9 to the employer of the specific provisions of the California Labor Code
10 alleged to have been violated, including the facts and theories to support
11 the alleged violations.
- 12 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
13 2699.3(a) and any employer response to that notice shall be
14 accompanied by a filing fee of seventy-five dollars (\$75).
- 15 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
16 employer and the aggrieved employee by certified mail that it does not
17 intend to investigate the alleged violation within sixty (60) calendar
18 days of the postmark date of the Employee’s Notice. Upon receipt of
19 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
20 five (65) calendar days of the postmark date of the Employee’s Notice,
21 the aggrieved employee may commence a civil action pursuant to
22 California Labor Code section 2699 to recover civil penalties in addition
23 to any other penalties to which the employee may be entitled.

24 39. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
25 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
26 provision other than those listed in Section 2699.5 after the following requirements have been
27 met:

- 28 (a) The aggrieved employee or representative shall give written notice by

1 online filing to the LWDA and by certified mail to the employer of the
2 specific provisions of the California Labor Code alleged to have been
3 violated (other than those listed in Section 2699.5), including the facts
4 and theories to support the alleged violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(c) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

8 (c) The employer may cure the alleged violation within thirty-three (33)
9 calendar days of the postmark date of the notice. The employer shall
10 give written notice by certified mail within that period of time to the
11 aggrieved employee or representative and the agency if the alleged
12 violation is cured, including a description of actions taken, and no civil
13 action pursuant to Section 2699 may commence. If the alleged violation
14 is not cured within the 33-day period, the employee may commence a
15 civil action pursuant to Section 2699.

16 40. On December 11, 2025, Plaintiff provided written notice by online filing to the
17 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
18 Code alleged to have been violated, including facts and theories to support the alleged
19 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
20 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
21 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
22 Plaintiff PAGA Case Number LWDA-CM-1143430-25. A true and correct copy of Plaintiff's
23 written notice to the LWDA and Defendants dated December 11, 2025, is attached hereto as
24 "Exhibit 1."

25 41. As of the filing date of this complaint, over 65 days have passed since Plaintiff
26 sent the written notice described above, and the LWDA has not responded that it intends to
27 investigate Plaintiff's claims, and Defendants have not cured the violations.

28 42. Thus, Plaintiff has satisfied the administrative prerequisites under California

1 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
2 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
3 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802.

4 43. Labor Code section 558(a) provides “[a]ny employer or other person acting on
5 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the Industrial Welfare
7 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
8 dollars (\$50) for each underpaid employee for each pay period for which the employee was
9 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
11 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
12 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
13 as a private attorney general, seeks assessment and collection of civil penalties under Labor
14 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
15 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
16 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
17 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
18 from Defendants for violations of Labor Code sections 512(a), 516, 1198, and the applicable
19 IWC Wage Order.

20 44. Defendants, at all times relevant to this complaint, were employers or persons
21 acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved
22 Employees’ rights by violating various sections of the California Labor Code as set forth
23 above.

24 45. As set forth below, Defendants have violated numerous provisions of both the
25 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
26 Order.

27 46. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
28 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a

1 private attorney general, seeks assessment and collection of civil penalties for himself, all
2 other non-party Aggrieved Employees, and the State of California against Defendants for
3 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
4 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802.

5 **FIRST CAUSE OF ACTION**

6 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

7 **(Against all Defendants)**

8 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 48. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
11 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
12 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
13 226.7, 510, 512(a), 1174(d), 1198, 2800, and 2802. Labor Code section 2699.3(c) permits
14 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
15 Labor Code sections not found in section 2699.5, including section 516.

16 49. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
19 Wage Order for Defendants’ failure to compensate Plaintiff and other
20 non-party Aggrieved Employees with all required overtime, as set forth
21 below;
- 22 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
23 the applicable IWC Wage Order for Defendants’ failure to compensate
24 Plaintiff and other non-party Aggrieved Employees with at least
25 minimum wages for all hours worked, as set forth below;
- 26 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
27 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
28 and other non-party Aggrieved Employees with meal periods, as set

1 forth below;

- 2 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to authorize and
4 permit Plaintiff and other non-party Aggrieved Employees to take rest
5 periods, as set forth below;
- 6 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
7 IWC Wage Order for failure to provide accurate and complete wage
8 statements to Plaintiff and other non-party Aggrieved Employees, as set
9 forth below;
- 10 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
11 IWC Wage Order for failure to maintain payroll records, as set forth
12 below;
- 13 (g) Violation of Labor Code section 204 for failure to pay all earned wages
14 during employment, as set forth below;
- 15 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
16 earned wages upon termination, as set forth below; and
- 17 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
18 and other non-party Aggrieved Employees for all business expenses
19 necessarily incurred, as set forth below.

20 **FAILURE TO PAY OVERTIME**

21 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

22 50. Labor Code section 1198 makes it illegal to employ an employee under
23 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
24 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
25 shall be the . . . standard conditions of labor for employees. The employment of any employee
26 . . . under conditions of labor prohibited by the order is unlawful.”

27 51. California Labor Code section 1198 and the applicable IWC Wage Order
28 provide that it is unlawful to employ persons without compensating them at a rate of pay

1 either time-and-one-half or two-times that person's regular rate of pay, depending on the
2 number of hours worked by the person on a daily or weekly basis.

3 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
4 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
5 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
6 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
7 (40) hours in a workweek.

8 53. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
10 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
11 An employee's regular rate of pay includes all remuneration for employment paid to, or on
12 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

13 54. California Labor Code section 510 codifies the right to overtime compensation
14 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
15 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
16 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
17 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
18 in a day on the seventh (7th) day of work.

19 55. During the relevant time period, Defendants willfully failed to pay all overtime
20 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
21 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
22 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
23 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
24 not recorded.

25 56. During the relevant period, Defendants required Plaintiff and other aggrieved
26 employees to clock in and out using a machine that often had long lines, yet failed to
27 compensate them for the time spent waiting to do so. For example, before the start of their
28 shifts, anywhere from 45-65 employees were required to wait in line for 10-20 minutes on

1 average to clock in, and a similar line of about 20-30 employees routinely formed when
2 clocking back in from lunch. However, Defendants failed to pay Plaintiff and other aggrieved
3 employees for this off-the-clock time spent waiting to use the timekeeping machines.

4 57. Because Plaintiff and other non-party Aggrieved Employees worked shifts of
5 eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock
6 work qualified for overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved
7 Employees were not paid overtime wages for all of the overtime hours they actually worked.

8 58. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
9 the balance of overtime compensation as required by California law, violates the provisions of
10 California Labor Code sections 510 and 1198. Pursuant to California Labor Code section
11 1194, Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
12 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

13 **FAILURE TO PAY MINIMUM WAGES**

14 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

15 59. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
16 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
17 to be paid to employees, and the payment of a wage less than the minimum so fixed is
18 unlawful. Compensable work time is defined by the applicable wage order, IWC Wage Order
19 No. 16-2001, as "the time during which an employee is subject to the control of an employer,
20 and includes all the time the employee is suffered or permitted to work, whether or not
21 required to do so." Cal. Code. Regs. tit. 8, § 11160(2)(J) (defining "Hours Worked").

22 60. As stated, during the relevant period, Defendants required Plaintiff and other
23 aggrieved employees to clock in and out using a machine that often had long lines, yet failed to
24 compensate them for the time spent waiting to do so. For example, before the start of their
25 shifts, approximately 40-50 employees were required to wait in line for 8-10 minutes on average
26 to clock in, and a similar line of about 20-30 employees routinely formed when clocking back in
27 from lunch. However, Defendants failed to pay Plaintiff and other aggrieved employees for this
28 off-the-clock time spent waiting to use the timekeeping machines.

1 61. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
2 and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for
3 overtime premium payment, Defendants did not pay at least minimum wages for those hours
4 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197,
5 1197.1, and 1198.

6 62. Defendants regularly failed to pay at least minimum wages to Plaintiff and
7 other non-party Aggrieved Employees for all of the hours they worked in violation of
8 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Plaintiff and other
9 non-party Aggrieved Employees are entitled to recover civil penalties, attorney's fees, costs,
10 and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

11 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
12 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

13 63. At all relevant times herein set forth, the applicable IWC Wage Order and
14 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
15 non-party Aggrieved Employees' employment by Defendants.

16 64. At all relevant times herein set forth, California Labor Code section 512(a)
17 provides that an employer may not require, cause, or permit an employee to work for a period
18 of more than five (5) hours per day without providing the employee with a meal period of not
19 less than thirty (30) minutes, except that if the total work period per day of the employee is
20 not more than six (6) hours, the meal period may be waived by mutual consent of both the
21 employer and the employee. Under California law, first meal periods must start after no more
22 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

23 65. At all relevant times herein set forth, California Labor Code sections 226.7,
24 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
25 meal period mandated by an applicable order of the IWC.

26 66. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
27 and the applicable IWC Wage Order also require employers to provide a second meal period
28 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay

1 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
2 total hours worked is no more than twelve (12) hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not
4 waived.

5 67. During the relevant time period, Defendants failed to provide Plaintiff and other
6 aggrieved employees with compliant, duty-free meal periods as required by law. Due to the
7 demanding workload and Defendants' policies and practices, Plaintiff and other aggrieved
8 employees were typically allowed only brief interruptions—often no more than 20 minutes—to
9 eat, after which they were expected to resume work immediately. However, management
10 instructed Plaintiff and other aggrieved employees to clock in and out to create the illusion of
11 compliant meal periods. For example, Plaintiff might clock out, spend 15-20 minutes eating, and
12 was then required to work for 10-15 minutes before clocking back in from his meal periods.

13 68. On information and belief, Defendants engaged in a company-wide practice
14 and/or policy of not paying meal period premiums owed when compliant meal periods were
15 not provided. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
16 Employees have not received premium pay for missed, late, and/or interrupted meal periods.
17 To the extent that premiums were paid, on information and belief, Defendants failed to pay
18 premiums at the regular rate of pay. Alternatively, on information and belief, to the extent that
19 Defendants did pay Plaintiff and/or other non-party Aggrieved Employees one (1) additional
20 hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and/or other
21 non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants
22 failed to include all forms of compensation, such incentive pay, nondiscretionary bonuses,
23 and/or other forms of remuneration, in the regular rate of pay.

24 69. As a result, Defendants failed to provide Plaintiff and other non-party
25 Aggrieved Employees compliant meal periods in violation of California Labor Code sections
26 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

27 70. Defendants' conduct violates the applicable IWC Wage Order, and California
28 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover from Defendants one (1) additional hour of pay at
2 the employee's regular rate of compensation for each workday that the meal period was not
3 provided.

4 71. Defendants' conduct violates the applicable IWC Wage Order, and California
5 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
6 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
7 558 and/or 2699(a), (f), and (g).

8 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
9 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

10 72. At all relevant times herein set forth, the applicable IWC Wage Order and
11 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
12 non-party Aggrieved Employees' employment by Defendants.

13 73. At all relevant times, the applicable IWC Wage Order provides that "[e]very
14 employer shall authorize and permit all employees to take rest periods, which insofar as
15 practicable shall be in the middle of each work period" and that the "rest period time shall be
16 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
17 hours or major fraction thereof" unless the total daily work time is less than three and one-half
18 (3 ½) hours.

19 74. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any rest period mandated by an applicable
21 order of the California IWC. To comply with its obligation to authorize and permit rest
22 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
23 employer must "relinquish any control over how employees spend their break time, and
24 relieve their employees of all duties—including the obligation that an employee remain on
25 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
26 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

27 75. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from

1 Defendants one (1) additional hour of pay at their regular rates of pay for each workday that a
2 required rest period was not authorized and permitted.

3 76. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and other aggrieved employees to take a ten (10) minute rest period per each
5 four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’
6 company-wide practices, including understaffing and assigning heavy workloads, prevented
7 Plaintiff and other aggrieved employees from being relieved of all duty to take compliant rest
8 periods.

9 77. Specifically, during the relevant period, Defendants required Plaintiff and other
10 aggrieved employees to take their first “rest” break—lasting just eight (8) minutes—at the
11 very beginning of their shift. As for second “rest” breaks, Defendants considered the time that
12 Plaintiff and other aggrieved employees spent waiting in line to clock out at the end of their
13 shifts their second “rest” period, despite the fact that Plaintiff and other aggrieved employees
14 remained under Defendants’ control as they were forced to wait in line. When Plaintiff raised
15 concerns, his manager told him that “those are the rules.” To make matters worse, Defendants
16 enforced break restrictions so strictly that Plaintiff and other aggrieved employees were
17 prohibited from taking even bathroom breaks until the task at hand was completed, even when
18 an assignment took hours, and employees were even threatened with being sent home if they
19 requested to use the restroom.

20 78. As a result of Defendants practices and policies, Plaintiff and other aggrieved
21 employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10
22 hours without receiving all uninterrupted rest periods to which they were entitled.

23 79. Defendants have also engaged in a company-wide practice and/or policy of not
24 paying rest period premiums owed when rest periods are not authorized and permitted. Because
25 of this practice and/or policy, Plaintiff and other Aggrieved Employees have not received
26 premium pay for all missed rest periods. Alternatively, on information and belief, to the extent
27 that Defendants did pay Plaintiff and/or other non-party Aggrieved Employees one (1)
28 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and/or

1 other non-party Aggrieved Employees at the correct rate of pay for premiums because
2 Defendants failed to include all forms of compensation, such incentive pay, nondiscretionary
3 bonuses, and/or other forms of remuneration, in the regular rate of pay.

4 80. Accordingly, Defendants failed to authorize and permit all rest periods in
5 violation of California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-
6 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
7 Code sections 558 and/or 2699(a), (f), and (g).

8 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
9 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

10 81. At all relevant times herein, California Labor Code section 226(a) provides that
11 every employer shall furnish each of his or her employees an accurate and complete itemized
12 wage statement in writing, including, but not limited to, the name and address of the legal
13 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
14 applicable rates of pay.

15 82. During the relevant time period, Defendants have knowingly and intentionally
16 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
17 inaccurate wage statements. For example, Defendants issued uniform wage statements to
18 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
19 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
20 the pay period, including rates of pay for overtime wages and/or meal or rest period premiums,
21 and the corresponding number of hours worked at each hourly rate. Specifically, Defendants
22 violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

23 83. During the relevant time period, Defendants has knowingly and intentionally
24 provided Plaintiff and other aggrieved employees with uniform, incomplete, and inaccurate
25 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
26 other aggrieved employees that fail to correctly list: gross wages earned; total hours worked;
27 net wages earned; and the corresponding number of hours worked at each hourly rate. While
28 these violations are derivative of Defendants' other violations, Defendants also directly failed

1 to list all applicable hourly rates in effect during the pay period.

2 84. Because Defendants did not record the time Plaintiff and other non-party
3 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
4 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees,
5 in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same
6 reason, Defendants failed to accurately list the total number of the hours worked by Plaintiff
7 and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list
8 the applicable hourly rates of pay in effect during the pay period and the corresponding
9 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

10 85. The wage statement deficiencies also include, among other things, failing to list
11 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
12 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
13 for which employees were paid; failing to list the name of the employee and only the last four
14 digits of his or her social security number or an employee identification number other than a
15 social security number; failing to list the name and address of the legal entity that is the
16 employer; and/or failing to state all hours worked as a result of not recording or stating hours
17 worked off-the-clock.

18 86. California Labor Code section 1174(d) provides that “[e]very person employing
19 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
20 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
21 plants or establishments at which employees are employed, payroll records showing the hours
22 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
23 applicable piece rate paid to, employees employed at the respective plants or
24 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
25 civil penalty if they fail to maintain accurate and complete records as required by section
26 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
27 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
28 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto

1 as a result of failing to record the off-the-clock hours that they worked.

2 87. California Labor Code section 1198 provides that the maximum hours of work
3 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
4 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
5 employment of any employees for longer hours than those fixed by the order or under
6 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
7 Wage Order, employers are required to keep accurate time records showing when the
8 employee begins and ends each work period and meal period. During the relevant time
9 period, as stated, Defendants engaged in a company-wide practice and/or policy of failing to
10 record actual hours worked, and thereby failed to keep accurate records of work period and meal
11 period start and stop times for Plaintiff and other non-party Aggrieved Employees, in violation
12 of section 1198.

13 88. Because Defendants failed to provide the correct net and gross wages earned,
14 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
15 other non-party Aggrieved Employees have been prevented from verifying, solely from
16 information on the wage statements themselves, that they were paid correctly and in full.
17 Instead, Plaintiff and other non-party Aggrieved Employees have had to look to sources
18 outside of the wage statements themselves and reconstruct time records to determine whether
19 in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

20 89. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
21 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
22 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

23 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

24 **VIOLATION OF LABOR CODE SECTION 204**

25 90. At all relevant times herein set forth, California Labor Code section 204
26 requires that all wages earned by any person in any employment between the first (1st) and the
27 fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon
28 termination of an employee, are due and payable between the sixteenth (16th) and the twenty-

sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

91. At all relevant times herein, California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

92. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within any time period specified by California Labor Code section 204.

93. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

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

95. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants all their earned wages, including, but

1 not limited to, overtime wages, minimum wages, meal premiums, and rest period premiums,
2 and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their
3 leaving Defendants' employ.

4 96. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
5 who are no longer employed by Defendants their wages earned and unpaid at the time of
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
7 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
8 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
9 2699(a), (f), and (g).

10 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

11 **VIOLATION OF LABOR CODE SECTION 2802**

12 97. At all times herein set forth, California Labor Code section 2802 provides that
13 an employer must reimburse employees for all necessary expenditures and losses incurred by
14 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
15 to prevent employers from passing off their cost of doing business and operating expenses on
16 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
17 (2014). The applicable wage order, IWC Wage Order No. 16-2001, provides that: "[w]hen the
18 employer requires the use of tools or equipment or they are necessary to the performance of a
19 job, such tools and equipment shall be provided and maintained by the employer, except that
20 an employee whose wages are at least two (2) times the minimum wage may provide and
21 maintain hand tools and equipment customarily required by the particular trade or craft."

22 98. During the relevant time period, Defendants had a company-wide policy
23 requiring Plaintiff and other aggrieved employees to purchase and maintain their own tools
24 and/or personal protective equipment, including, but not limited to, steel-toed boots, gloves,
25 and boxcutters, in order to safely perform their job duties. For example, Plaintiff was required
26 to spend approximately \$140 on steel-toed boots, \$6 on gloves, and \$3 per week on boxcutters
27 and replacement blades. Although Defendants mandated that employees acquire and use this
28 equipment to carry out their work-related duties, Defendants failed to reimburse them for

1 these necessary work-related expenses.

2 99. Defendants could have reimbursed Plaintiff and other non-party Aggrieved
3 Employees for the costs of work-related expenses. Instead, Defendants passed these costs off
4 onto Plaintiff and other non-party Aggrieved Employees.

5 100. Defendants' company-wide policy and/or practice of passing on their operating
6 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
7 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
8 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
13 judgment against Defendants, jointly and severally, as follows:

14 1. For civil penalties and attorneys' fees in excess of thirty-five thousand dollars
15 (\$35,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
16 amount.

17 **As to the First Cause of Action**

18 2. That the Court declare, adjudge and decree that Defendants violated the
19 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
20 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
21 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
22 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
23 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
24 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
25 earned wages upon termination); 204 (by failing to timely pay all earned wages during
26 employment); and 2802 (by failing to reimburse business expenses).

27 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
28 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,

204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802.

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802.

5. For pre-judgment and post-judgment interest as provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: February 27, 2026

Respectfully submitted,

BROCK & GONZALES, LLP
CLAYTON | BRANDES

By: 

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December 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency

ATTN: PAGA Administrator

(<https://dir.tfaforms.net/308>)

Subject: *Marcos Lagos Zaldivar v. California Ranch Food Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Marcos Lagos Zaldivar in connection with his claims under the California Labor Code. Mr. Lagos was an employee of California Ranch Food Company, Inc. and/or CitiStaff Solutions, Inc. For the purpose of this letter, Mr. Lagos collectively refers to these entities as "CALIFORNIA RANCH."

The employer may be contacted directly at the addresses below:

California Ranch Food Company, Inc.
4401 S. Downey Road
Vernon, CA 90058

CitiStaff Solutions, Inc.
1111 W. Town and Country Road, Suite 27
Orange, CA 92868

Mr. Lagos intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under section 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Lagos seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CALIFORNIA RANCH in California as a non-exempt, hourly paid employee and who received

at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CALIFORNIA RANCH employed Mr. Lagos as an hourly paid, non-exempt employee from approximately July 2025 to approximately November 2025. Mr. Lagos worked as a Laborer at CALIFORNIA RANCH’s facility in Vernon, California and was paid at an hourly rate of \$16.50. During his employment, Mr. Lagos typically worked eight (8) to nine (9) hours per day and five (5) days per week. Mr. Lagos’s job duties included, without limitation, cutting meat, processing salsa, as well as handling, weighing, sealing, labeling, and boxing processed food products on a fast-paced production line to prepare them for shipment.

CALIFORNIA RANCH has committed one or more of the following Labor Code violations against Mr. Lagos, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

CALIFORNIA RANCH’s Company-Wide and Uniform Payroll and HR Practices

California Ranch Food Company, Inc. and CitiStaff Solutions, Inc. are California corporations. Together, CALIFORNIA RANCH owns and operates a food processing and manufacturing facility, producing packaged meat and prepared food products. California Ranch Food Company, Inc. utilizes CitiStaff Solutions, Inc. to provide workforce staffing. Together, both entities shared control over Mr. Lagos’ and other aggrieved employees’ wages, hours, and working conditions. At all relevant times, CALIFORNIA RANCH issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Lagos and other aggrieved employees, regardless of their location or position. Further, CALIFORNIA RANCH issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Lagos and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, CALIFORNIA RANCH utilized the same methods and formulas when calculating wages due to Mr. Lagos and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

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

¹ These facts, theories, and claims are based on Mr. Lagos’ experience and counsel’s review of those records currently available relating to Mr. Lagos’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Lagos reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

CALIFORNIA RANCH willfully failed to pay all overtime wages owed to Mr. Lagos and other aggrieved employees. During the relevant time period, Mr. Lagos and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant period, CALIFORNIA RANCH required Mr. Lagos and other aggrieved employees to clock in and out using a machine that often had long lines, yet failed to compensate them for the time spent waiting to do so. For example, before the start of their shifts, anywhere from 45-65 employees were required to wait in line for 10-20 minutes on average to clock in, and a similar line of about 20-30 employees routinely formed when clocking back in from lunch. However, CALIFORNIA RANCH failed to pay Mr. Lagos and other aggrieved employees for this off-the-clock time spent waiting to use the timekeeping machines.

Because Mr. Lagos and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Lagos and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

CALIFORNIA RANCH's failure to pay Mr. Lagos and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Lagos and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11090(2)(H) (defining "Hours Worked").

As stated, during the relevant period, CALIFORNIA RANCH required Mr. Lagos and other aggrieved employees to clock in and out using a machine that often had long lines, yet failed to compensate them for the time spent waiting to do so. For example, before the start of their shifts, approximately 40-50 employees were required to wait in line for 8-10 minutes on average to clock in, and a similar line of about 20-30 employees routinely formed when clocking back in from lunch. However, CALIFORNIA RANCH failed to pay Mr. Lagos and other aggrieved employees for this off-the-clock time spent waiting to use the timekeeping machines.

Thus, CALIFORNIA RANCH did not pay minimum wages for all hours worked by Mr. Lagos and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CALIFORNIA RANCH did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CALIFORNIA RANCH regularly failed to pay at least minimum wages to Mr. Lagos and other aggrieved employees for all of the hours they worked in violation of California

Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Lagos and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

During the relevant time period, CALIFORNIA RANCH failed to provide Mr. Lagos and other aggrieved employees with compliant, duty-free meal periods as required by law. Due to the demanding workload and CALIFORNIA RANCH's policies and practices, Mr. Lagos and other aggrieved employees were typically allowed only brief interruptions—often no more than 20 minutes—to eat, after which they were expected to resume work immediately. However, management instructed Mr. Lagos and other aggrieved employees to clock in and out to create the illusion of compliant meal periods. For example, Mr. Lagos might clock out, spend 15-20 minutes eating, and was then required to work for 10-15 minutes before clocking back in from his meal periods.

On information and belief, CALIFORNIA RANCH engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Lagos and other aggrieved employees have not received premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were paid, on information and belief, CALIFORNIA RANCH failed to pay premiums at the regular rate of pay.

As a result, CALIFORNIA RANCH failed to provide Mr. Lagos and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

CALIFORNIA RANCH's conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lagos and other aggrieved employees are therefore entitled to recover from CALIFORNIA RANCH one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

Accordingly, CALIFORNIA RANCH failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lagos and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, CALIFORNIA RANCH regularly failed to authorize and permit Mr. Lagos and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CALIFORNIA RANCH's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Lagos and other aggrieved employees from being relieved of all duty to take compliant rest periods.

Specifically, during the relevant period, CALIFORNIA RANCH required Mr. Lagos and other aggrieved employees to take their first "rest" break—lasting just eight (8) minutes—at the very beginning of their shift. As for second "rest" breaks, CALIFORNIA RANCH considered the time that Mr. Lagos and other aggrieved employees spent waiting in line to clock out at the end of their shifts their second "rest" period, despite the fact that Mr. Lagos and other aggrieved employees remained under Defendants' control as they were forced to wait in line. When Mr. Lagos raised concerns, his manager told him that "those are the rules." To make matters worse, CALIFORNIA RANCH enforced break restrictions so strictly that Mr. Lagos and other aggrieved employees were prohibited from taking even bathroom breaks until the task at hand was completed, even when an assignment took hours, and employees were even threatened with being sent home if they requested to use the restroom.

As a result of CALIFORNIA RANCH's practices and policies, Mr. Lagos and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

CALIFORNIA RANCH has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Lagos and other aggrieved employees have not received

premium pay for all missed rest periods. Alternatively, on information and belief, to the extent that CALIFORNIA RANCH did pay Mr. Lagos and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CALIFORNIA RANCH did not pay Mr. Lagos and/or other aggrieved employees at the correct rate of pay for premiums because CALIFORNIA RANCH failed to include all forms of compensation, such incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CALIFORNIA RANCH failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Lagos and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CALIFORNIA RANCH has not provided Mr. Lagos and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CALIFORNIA RANCH has knowingly and intentionally provided Mr. Lagos and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CALIFORNIA RANCH issued uniform wage statements to Mr. Lagos and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and the corresponding number of hours worked at each hourly rate. While these violations are derivative of CALIFORNIA RANCH'S other violations, CALIFORNIA RANCH also directly failed to list all applicable hourly rates in effect during the pay period.

Because CALIFORNIA RANCH did not record the time Mr. Lagos and other aggrieved employees spent working off-the-clock, CALIFORNIA RANCH did not list the correct amount of gross wages and net wages earned by Mr. Lagos and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CALIFORNIA RANCH failed to accurately list the total number of the hours worked by Mr. Lagos and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable

piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), CALIFORNIA RANCH willfully failed to maintain accurate payroll records for Mr. Lagos and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CALIFORNIA RANCH engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Lagos and other aggrieved employees, in violation of section 1198.

Because CALIFORNIA RANCH failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Lagos and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Lagos and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Lagos and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CALIFORNIA RANCH failed to pay Mr. Lagos and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Lagos and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

CALIFORNIA RANCH willfully failed to pay Mr. Lagos and other aggrieved employees who are no longer employed by CALIFORNIA RANCH all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving CALIFORNIA RANCH's employ.

Mr. Lagos and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 16-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, CALIFORNIA RANCH had a company-wide policy requiring Mr. Lagos and other aggrieved employees to purchase and maintain their own tools and/or personal protective equipment, including, but not limited to, steel-toed boots, gloves, and boxcutters, in order to safely perform their job duties. For example, Mr. Lagos was required to spend approximately \$140 on steel-toed boots, \$6 on gloves, and \$3 per week on boxcutters and replacement blades. Although CALIFORNIA RANCH mandated that employees acquire and use this equipment to carry out their work-related duties, CALIFORNIA RANCH failed to reimburse them for these necessary work-related expenses.

CALIFORNIA RANCH could have reimbursed employees for the costs of their work-related mobile device expenses. Instead, CALIFORNIA RANCH passed these operating costs off onto Mr. Lagos and other aggrieved employees.

Thus, CALIFORNIA RANCH had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Mr. Lagos and other aggrieved employees violates California Labor Code section 2802. Mr. Lagos and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” CALIFORNIA RANCH, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Lagos’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Lagos seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Lagos, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CALIFORNIA RANCH for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Lagos seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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Best Regards,



Joseph D. Parsons

Copy: California Ranch Food Company, Inc. (via U.S. Certified Mail); CitiStaff Solutions, Inc. (via U.S. Certified Mail)