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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Donna Benz, Deputy

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Attorneys for Plaintiff PERLA VELASCO, as an individual and on behalf of similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF STANISLAUS

PERLA VELASCO, as an individual and
on behalf of all similarly situated
employees,

Plaintiff,

v.

GARTON TRACTOR, INC., WILLIAM
GARTON; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV-23-003740

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Minimum Wages and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E)); and
6. Unfair Business Practices (Bus. Prof. Code § 17200 et. seq.).

DEMAND FOR JURY TRIAL

Freeland, John D

This case has been assigned to Judge _____
Dept. 23
Department _____, for all purposes including Trial.

1 Plaintiff PERLA VELASCO (hereinafter referred to as “Plaintiff”), on behalf of herself
2 and all others similarly situated, complain and allege on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and all others similarly situated,
5 and the class they seek to represent (“Plaintiff Class” or “Class Members”). Class Members
6 consist of all non-exempt, hourly-paid employees, currently and or formerly employed by
7 Defendant GARTON TRACTOR, INC., WILLIAM GARTON, and DOES 1 through 50
8 (collectively, “Defendants”), in the state of California during the Class Period. The term “Class
9 Period” is defined as four (4) years prior to the filing of this complaint through the date of
10 judgment. Plaintiff reserves the right to amend this complaint to reflect a different “Class Period”
11 as further discovery is conducted.

12 2. Plaintiff individually and on behalf of the Plaintiff Class she seeks to represent,
13 seeks relief against Defendants for Defendants’ practice of violating the applicable wage orders,
14 the applicable Code of Regulations, and California labor codes including (1) failure to pay
15 minimum wages, (2) failure to pay all overtime wages, (3) failure to provide rest periods or
16 compensation in lieu thereof, (4) failure to provide meal periods or compensation in lieu thereof,
17 (5) failure to pay wages at separation, (6) failure to keep accurate payroll records, (7) unfair
18 business practices as set forth more fully herein. These violations concern current and past
19 employees of Defendants.

20 3. At all relevant times herein, Defendants have consistently maintained and enforced
21 against Plaintiff and Class Members the following unlawful policies and practices: (a) willfully
22 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including both minimum and
23 overtime; (b) willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest
24 periods or compensation in lieu thereof; (c) willfully refusing to compensate Plaintiff and certain
25 members of the Plaintiff Class all wages due and owing at the time Plaintiff’s and Plaintiff Class’
26 employment with Defendants ended; and (d) willfully refusing to furnish to Plaintiff and Plaintiff
27 Class with accurate itemized wage statements upon payment of wages.

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4. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief against Defendants, and each of them, on behalf of Plaintiff individually and on behalf of all Class Members to recover, among other things, unpaid wages and benefits, interest, penalties, liquidated damages, attorney's fees and costs pursuant to California Labor Code sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and California Code of Civil Procedure 1021.5, and provisions of IWC Wage Order 1-2001. Plaintiff reserves the right to name additional representatives throughout the State of California.

JURISDICTION AND VENUE

5. This Court is an appropriate venue for this action under Code of Civil Procedure sections 395 and 395.5 because the acts that give rise to the causes of action alleged herein occurred in the County of Stanislaus, State of California. Plaintiff hereby designates the County of Stanislaus, State of California as the place of proper venue.

6. This Court has personal jurisdiction over Defendants because Defendants reside in, are incorporated in, have their main place of business in, and/or conduct business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the County of Stanislaus. (Code Civ. Proc. section 410.10.)

7. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

THE PARTIES

A. The Plaintiff

8. Plaintiff worked for Defendants as a non-exempt hourly employee from approximately March 2022 through August 2022, and is entitled to compensation for all hours worked, meal and rest premium pay, and penalties from Defendants.

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1 9. Each of the Class Members are identifiable, current and/or formerly similarly
2 situated persons who were employed in non-exempt hourly positions in California for the
3 Defendants during the Class Period

4 **B. The Defendants**

5 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 GARTON TRACTOR, INC.'s primary place of business in California, including Stanislaus
7 County. Defendants are in the business of dealing retail farm equipment throughout California.

8 11. Plaintiff is informed and believes, and based thereon alleges, that WILLIAM
9 GARTON, is an individual, and is and/or was the chief executive officer of Defendant GARTON
10 TRACTOR, INC., and employed and/or supervised Plaintiff and Class Members during the Class
11 Period.

12 12. Plaintiff is informed and believes, and based thereon allege, that WILLIAM
13 GARTON is a resident of the State of California.

14 13. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
15 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
16 inclusive, but on information and belief alleges that said Defendants are legally responsible for
17 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
18 capacities of the DOE Defendants when ascertained.

19 14. Plaintiff is informed and believes, and based thereon allege, that each Defendant
20 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
21 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
22 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
23 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
24 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
25 the conduct described in this complaint.

26 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
28 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned

below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

FACTUAL ALLEGATIONS

16. Plaintiff and the Class Members are, and at all times relevant herein, have been non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

17. Plaintiff is informed and believes and based thereon alleges that Defendants' policies and practices described herein are common across each of Defendants' locations.

18. Plaintiff is informed and believes and based thereon that Defendants' policies and practices described herein apply to Plaintiff and all Class Members.

19. Plaintiff is informed and believes and based thereon alleges that Defendants instituted a policy and practice against its employees wherein minimum, regular, and overtime wages due were not paid in compliance with California law. Specifically, Defendants failed to adequately compensate Plaintiff and Class Members at least one and one-half (1 ½) times their regular rate of pay for all hours over eight (8) hours and or forty (40) hours in a week. Further, Plaintiff and Class Members were regularly required to work off-the-clock and were not paid the legally mandated minimum, regular, overtime wages for the hours they worked.

20. Plaintiff is informed and believes and based thereon allege that Defendants were obligated to provide Plaintiff and Class Members with a work-free, thirty (30) minute meal period within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess of ten (10) hours, in compliance with Labor Code section 512. Defendants routinely denied Plaintiff and Class Members a full, thirty (30) minute, off-duty meal period when they worked in excess of six (6) hours within the first five (5) hours of their shifts and routinely denied Plaintiff and Class Members a second thirty (30) minute meal period within the tenth hour of their shifts. On

1 information and belief, neither Plaintiff nor Class Members waived their lawful meal periods or
2 received compensation from Defendants for their missed meal periods.

3 21. Additionally, Defendants were obligated to provide Plaintiff and Class Members
4 with a ten (10) minute rest break for every four (4) hours, or a major fraction thereof, worked
5 each day. Defendants prevented Plaintiff and Plaintiff Class from taking rest breaks throughout
6 their shifts as a result of Defendants failing to provide adequate staffing to completely relieve
7 them for their rest breaks.

8 **CLASS ALLEGATIONS**

9 22. Plaintiff brings this action on behalf of herself, and all other similarly situated
10 persons, as a class action pursuant to Code of Civil Procedure section 382.

11 23. Plaintiff's proposed class consists of and is defined as follows: all employees who
12 worked for Defendants in a California location, who were classified by Defendants as non-exempt
13 employees at any time during the period from four years prior to the filing of this complaint until
14 the date of judgment (the "Class Period").

15 24. Plaintiff reserves the right under rule 3.765 of the California Rules of Court, to
16 amend or modify the Class description with greater specificity or further division into subclasses
17 or limitation to particular issues.

18 25. This action has been brought and may be maintained as a class action pursuant to
19 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
20 litigation and because the proposed class can be ascertained by Defendants' records and through
21 discovery.

22 26. Numerosity: The potential members of the class as defined are so numerous that
23 joinder of all class members is impracticable. While the precise number of Class Members is
24 unknown, Plaintiff is informed and believes that Defendants have employed well over one
25 hundred (100) class members during the Class Period.

26 27. Commonality: There are common questions of law and fact arising out of
27 Defendants' conduct as described herein, including, but not limited to:

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- a. Whether Defendants failed to pay all wages, including minimum and overtime wages earned and due to Plaintiff and Class Members;
- b. Whether Defendants failed to provide compliant meal periods to Plaintiff and Class Members;
- c. Whether Defendants failed to authorize and permit Plaintiff and Class Members to take rest periods;
- d. Whether Defendants failed to furnish to Plaintiff and Class Members accurate wage statements containing all information required by Labor Code section 226, subdivision (a);
- e. Whether Defendants failed to pay all unpaid wages earned during the course of Plaintiff and Class Members' employment upon separation of employment; and;
- f. Whether Defendants engaged in unfair/unlawful business practices.

28. Typicality: The claims of the Plaintiff are typical of the claims for Class Members, all of whom have incurred and/or will incur damages, as a result of Defendants' common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendants subjected all of its workers to identical violations of the California Industrial Welfare Commission Wage Orders, California Code of Regulations, the California Labor Code, and the California Business & Professions Code among other statutes.

29. Adequacy of Representation: The Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Plaintiff's interests are not in conflict with those of the Class Members. Plaintiff's attorneys are competent, well-versed, and experienced in litigating large employment class actions and other complex litigation matters.

30. Superiority of Class Action: Under the facts and circumstances set forth above, a class action is superior to any other methods available for both the fair and efficient adjudication of the rights of each class member inasmuch as joinder of individual relatively small claims of Class Members is not practical and if each employee were required to file an individual lawsuit, the corporate defendant would necessarily gain an unconscionable advantage since they would be

1 able to exploit and overwhelm the limited resources of each individual plaintiff. Requiring each
2 Class Member to pursue an individual remedy would also discourage the assertion of lawful
3 claims by employees fearful of retaliation and permanent damage to their careers at present and/or
4 subsequent employment. Further, the substantial risk of inconsistent or varying verdicts or
5 adjudications with respect to the individual Class Members against Defendants herein further
6 support class certification.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Pay All Wages**

9 **(Labor Code Sections 204, 1182.12, 1194, 558.1, 1194.2, 1197; IWC Wage Order 1-2001)**

10 **(By Plaintiff and Class Members Against All Defendants)**

11 31. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
12 as if fully alleged herein.

13 32. Upon information and belief, Defendants maintain, and have maintained
14 throughout the Class Period, a consistent policy and practice of failing to pay wages, including
15 minimum, regular, and overtime, due for hours actually worked.

16 33. As a result of Defendants' unlawful acts, Plaintiff and Class Members have been
17 deprived of minimum and regular wages, and overtime compensation in amounts to be determined
18 at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
19 fees, and costs, pursuant to Labor Code sections 1194 and 1199.

20 34. At all material times, Defendants were and/or are Plaintiff's and Class Members'
21 employers and/or persons acting on behalf of Defendants within the meaning of Labor Code
22 section 558/558.1, who violated or caused to be violated, a section of Part 2, Chapter 1, of the
23 Labor Code or any provision regulating hours and days of work in any Order of the Industrial
24 Welfare Commission and, as such, are subject to penalties for each underpaid employee as set
25 forth in Labor Code section 558/558.1 including the payment of the underpaid wages to affected
26 employees.

27 35. Pursuant to Labor Code section 558.1, Defendants are sued collectively and
28 individually as employers of Plaintiff, and/or a person acting on behalf of Plaintiff's employer,

1 who violated, or caused to be violated, any provision regulating minimum wages or hours and
2 days of work in the applicable order of the Industrial Welfare Commission, as well as the
3 California Labor Code sections 203, 226, 226.7, 1193.6, and 1194, and as such, are liable as an
4 employer of Plaintiff for such violations pursuant to California Labor Code section 558.1.

5 36. Upon information and belief, Plaintiff and Class Members have been denied
6 wages, minimum and/or overtime compensation from Defendants' policy of requiring and
7 incentivizing Plaintiff and Class Members to off-the-clock and or failing to pay all overtime
8 wages. As described above, Plaintiff and Class Members were not compensated at least
9 minimum wage, during which they were subject to the control of Defendants, or suffered or
10 permitted to work for Defendants. Further, Defendants failed to properly pay Plaintiff and Class
11 Members all overtime wages for all work over eight (8) hours in a day and or forty (40) hours in
12 a week. Plaintiff and Class Members are entitled to recovery of such amounts, plus interest and
13 penalties thereon, attorneys' fees, and costs pursuant to Labor Code sections 1194 and 1199.

14 37. Defendants have willfully violated the Labor Code with respect to meeting the
15 requirements of paying all wages earned, including minimum, regular, and overtime wages, as
16 herein before alleged. Defendants have intentionally excluded hours worked and remuneration
17 that must be included in all employees' regular rate of pay in order to avoid payment of minimum,
18 and overtime wages and other benefits in violation of the Labor Code and the order issued by the
19 IWC.

20 38. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
21 the unpaid wages resulting from Defendants' aforementioned minimum and overtime wage
22 violations including interest thereon, reasonable attorney's fees and costs of suit, penalties, and
23 liquidated damages to the fullest extent permissible including those permitted pursuant to Labor
24 Code sections 558, 1194 and 1194.2 and Code of Civil Procedure section 1021.5.

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(By Plaintiff and Class Members Against All Defendants)

44. In addition, if Defendants provided a full uninterrupted meal period, the meal period was not provided prior to the end of Plaintiff's and Class Members' fifth (5th) hour of work. In addition, as described above, Defendants failed to provide Plaintiff and Class Members a second thirty (30) uninterrupted meal period for all shifts over ten (10) hours. Plaintiff and Class Members were not permitted, nor were they provided the opportunity, to take their meal period other than the time scheduled by Defendants. As a result of Defendants' policy and practices,

1 Plaintiff and Class Members did not receive their statutorily required timely uninterrupted meal
2 periods and were not compensated with premium wages for non-compliant meal periods.

3 45. Plaintiff and Class Members did not voluntarily or willfully waive meal periods.

4 46. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to
5 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed
6 meal break, in an amount to be proven at trial.

7 47. Plaintiff individually, and on behalf of Class Members, requests recovery of meal
8 period premium compensation pursuant to Labor Code section 226.7 and 558.1 which they are
9 owed beginning four (4) years prior to filing this complaint as well as the assessment of any
10 statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor
11 Code and/or other statutes. Pursuant to Labor Code section 218.5, Code of Civil Procedure section
12 1021.5, and any other provision of law, Plaintiff requests the court award reasonable attorney's
13 fees and costs incurred by them in this action.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

16 **(Labor Code Section 226.7 and 558.1)**

17 **(By Plaintiff and Class Members Against All Defendants)**

18 48. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
19 as if fully alleged herein.

20 49. Labor Code section 226.7 and IWC Wage Order 1-2001, sect. 12 provide that
21 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
22 rest time per four (4) work hours or a major fraction thereof.

23 50. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
24 provide an employee rest periods in accordance with this section, the employer shall pay the
25 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
26 that the rest period is not provided. Plaintiff and Class Members consistently worked over four
27 (4) hours per shift and completed piece rate work without paid rest breaks, due to Defendants'
28 uniform policies and practices.

1 51. Defendants maintain, and have maintained throughout the Class Period, a policy
2 and practice of failing to provide lawful rest periods to Plaintiff and Class Members due in part
3 to Defendants' failure to adequately staff employees to completely relieve Plaintiff and Class
4 Members of job responsibilities during their rest periods. Further, Defendants fostered a high-
5 pressure working environment that encouraged Plaintiff and Class Members to prioritize
6 completing work in lieu of providing Defendants' employees compliant rest breaks.

7 52. Plaintiff and Class Members did not voluntarily or willfully waive rest periods.

8 53. By its failure to provide rest periods for every four (4) hours or major fraction
9 thereof worked per day to Plaintiff and Class Members, and by its failure to provide compensation
10 for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions
11 of Labor Code section 226.7 and 558.1 and section 11 of the IWC Wage Orders.

12 54. Plaintiff and Class Members are entitled to damages in an amount equal to one (1)
13 hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Labor Code section
14 218.5, Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests
15 the court award reasonable attorney's fees and costs incurred by them in this action.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Pay Wages of Terminated or Resigned Employees**

18 **(Labor Code Sections 201, 202, 203 and 558.1)**

19 **(By Plaintiff and Class Members Against All Defendants)**

20 55. Plaintiff realleges and incorporates by reference all preceding paragraphs herein
21 as if fully alleged herein.

22 56. Plaintiff is informed and believes, and thereon allege, that as part of Defendants'
23 ongoing unfair business practices, Defendants failed to pay all employees all wages earned during
24 their employment at the time of their separation in violation of Labor Code sections 200 and 201.

25 57. Labor Code section 201 provides that an employer is required to pay an employee
26 whose employment is terminated by the employer all wages earned and unpaid immediately upon
27 termination.

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1 58. Labor Code section 202 requires an employer to pay to an employee who quits his
2 or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

3 59. Labor Code section 203 provides that an employer who fails to pay all wages
4 earned and due an employee who is discharged or who quits within the timeframe set forth in
5 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
6 the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer
7 owes the employee his or her daily rate of pay at their regular rate of pay for each day the full
8 amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

9 60. Throughout Plaintiff's and Class Members' employment, Defendants failed to pay
10 to Plaintiff and Class Members all wages earned as set forth herein. Defendants further failed to
11 pay these sums to Plaintiff and Class Members at the time their employment with Defendants
12 ended and beyond thirty (30) days thereafter.

13 61. Plaintiff and Class Members are entitled to compensation for all forms of wages
14 earned, including, but not limited to, wages earned but not paid, compensation for unprovided
15 rest periods and unprovided meal periods, but to date have not received such compensation,
16 therefore entitling them Labor Code section 203 penalties.

17 62. Plaintiff and members of the Plaintiff Class who separated their employment with
18 Defendants within four (4) years of the filing of the original complaint until the date of entry of
19 judgment, without being paid proper compensation are entitled to thirty (30) days of pay at their
20 regular rate of pay as waiting time penalties.

21 63. Plaintiff seeks to recover, in a civil action, all remedies to the fullest extent
22 permissible including those permitted pursuant to Labor Code section 203 and 558.1.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Issue Itemized Wage Statements and Maintain Records**

25 **(Labor Code Sections 226, 558.1 and 1174)**

26 **(By Plaintiff and Class Members Against All Defendants)**

27 64. Plaintiff realleges and incorporate by reference all preceding paragraphs herein as
28 if fully alleged herein.

1 65. Labor Code sections 226, 1174, 1174.5, and the applicable IWC Wage Orders
2 provide that employers must keep records and provide employees with itemized wage statements
3 showing all hours worked and each applicable rate of pay in effect during the pay period with the
4 corresponding number of hours worked at each hourly rate.

5 66. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
6 location in California or at the plant or establishment at which the employees are employed,
7 payroll records showing the hours worked daily, and the wages paid to, each employee. Labor
8 Code section 226, subdivision (a) requires an employer to provide employees—either as a
9 detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
10 wages are paid by personal check or cash—an accurate itemized wage statement in writing
11 including specified information, including, but not limited to: (1) gross wages earned; (2) total
12 hours worked by the employee; (3) all deductions; (4) net wages earned...and (5) all applicable
13 hourly rates of pay and corresponding number of hours. Labor Code section 226, subdivision (e)
14 provides that if an employer knowingly and intentionally fails to provide a statement itemizing,
15 inter alia, the gross and net wages earned, the total hours worked by the employee, causing the
16 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
17 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
18 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
19 Defendants willfully failed to make or keep accurate records for Plaintiff and Class Members.

20 67. The IWC Wage Orders require that every employer shall keep accurate
21 information with respect to each employee, including time records showing when each employee
22 begins and ends each work period, the total daily hours worked by each employee, and the total
23 hours worked in each payroll period, and applicable rates of pay.

24 68. Plaintiff is informed and believes that Defendants willfully and intentionally failed
25 to make and/or keep records that accurately reflect the hours worked by Plaintiff and Class
26 Members and all wages earned.

27 69. Further, in addition to the requirements set forth above, Labor Code section 226.2
28 (a) requires itemized statements to include the total hours of compensable rest and recovery

1 periods, the rate of compensation, and the gross wages paid for those periods during the pay period
2 for employees paid on a piece rate basis. Defendants maintained a policy and practice of providing
3 Plaintiff and Class Members wages statements that failed to separately identify the requirements
4 set forth in Labor Code section 226.2.

5 70. An employee is deemed to suffer injury if the employer fails to provide a wage
6 statement containing all of the required information set forth in Labor Code section 226,
7 subdivision (a). (Labor Code section 226, subdivision (e)(2)). In addition, the omission of time
8 worked, proper rates of pay, records of missed meal and rest breaks and/or premium pay make it
9 difficult for employees to determine whether they were paid all wages due without complicated
10 calculations and/or reconstruction of records required to be maintained by Defendants.

11 71. For each employee suffering an injury as a result of Defendants' knowing and
12 intentional failure to provide an accurate, itemized wage statement the employee is entitled to
13 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
14 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
15 subsequent pay period.

16 72. Plaintiff is informed and believe that Defendants' failure to keep accurate payroll
17 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
18 subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under Labor
19 Code section 2699, subdivision (f)(2). Plaintiff and Class Members are entitled to penalties of
20 \$100.00 and for the initial violation and \$200.00 for each subsequent violation for every pay
21 period during which these records and information were not kept by Defendants.

22 73. Plaintiff is informed and believes that Defendants' failure to keep and maintain
23 accurate records and information and provide to Plaintiff and Class Members itemized wage
24 statements containing all of the information mandated by the Labor Code, as described above,
25 was knowing and intentional, and Plaintiff and Class Members are entitled to statutory penalties
26 for each pay period in which a violation occurred. Plaintiff further seeks recovery of attorneys'
27 fees and costs pursuant to Labor Code section 226, subdivision (e) and as otherwise permitted by
28 law.

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1 81. As a result of these actions, Plaintiff, on information and belief, alleges that
2 Defendants are able to unfairly compete with other comparable companies in the State of
3 California in violation of Business & Professions Code sections 17000 *et. seq.* and sections 17200
4 *et. seq.* Due to these unlawful, unfair, and/or fraudulent business practices, Defendants have
5 gained a competitive advantage over other comparable companies doing business in the State of
6 California.

7 82. The victims of these unlawful, unfair, and/or fraudulent business practices include,
8 but are not limited to, Plaintiff, putative class members, competing moving companies in the State
9 of California, and the general public. Plaintiff is informed and believes and thereon alleges that
10 Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive
11 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the
12 general public.

13 83. Plaintiff's success in this action will enforce important rights affecting the public
14 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
15 of themselves.

16 84. Business and Professions Code section 17203 provides that a court may make such
17 orders or judgments as may be necessary to prevent the use or employment by any person of any
18 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to
19 prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and
20 business practices alleged above.

21 85. Business and Professions Code section 17203 provides that the Court may restore
22 to any person in interest any money or property that may have been acquired by means of such
23 unfair competition. Plaintiff and Class Members are entitled to restitution pursuant to Business
24 and Professions Code section 17203 for wages and payments unlawfully withheld from
25 employees, including the fair value of the meal and rest periods and other losses alleged herein,
26 during the four-year period prior to the filing of this complaint. All remedies are cumulative
27 pursuant to Business & Professions Code section 17205.

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86. Business and Professions Code section 17202 provides: “Notwithstanding section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class Members are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

87. Plaintiff requests injunctive relief pursuant to Business & Professions Code section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged herein.

88. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representative;
3. The Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For restitution of all monies due to Plaintiff and Class Members from the unlawful/unfair business practices of Defendants;
6. For injunctive relief;
7. For statutory and civil penalties according to proof;
8. For reasonable attorneys' fees and costs pursuant to Labor Code sections 226, subdivision (e), 218.5 and 1194, Code of Civil Procedure section 1021.5, and/or other applicable law; and

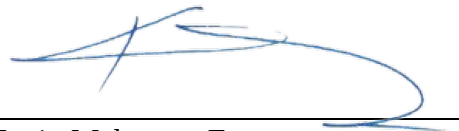
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff PERLA VELASCO on behalf of herself and all Class Members, hereby demands
3 a jury trial on all causes of action and claims with respect to which they have a right to a jury trial.
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5 Dated: July 5, 2023

MAHONEY LAW GROUP, APC

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8 _____
9 Kevin Mahoney, Esq.
10 Attorneys for Plaintiff PERLA VELASCO
and on behalf of all employees similarly
situated
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