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SUPERIOR COURT STATE OF CALIFORNIA
COUNTY OF STANISLAUS

**IN RE: STANISLAUS FOOD
PRODUCTS COMPANY
EMPLOYMENT CASES**

Included Actions:

*Rigoberto Valle v. Stanislaus Food
Products Company*, Case No. CV-23-
001433

*Mario Castillo v. Stanislaus Food Products
Company*, Case No. CV-23-003465

*Victoria Martinez v. Stanislaus Food
Products Company*, Case No. CV-23-
004653

*Rebeca Balbuena Andres v. Stanislaus
Food Products Company*, Case No. CV-23-
007019

*Martin Sohal v. Stanislaus Food Products
Company*, Case No. CV-24-000548

Lead Case No.: CV-23-001433

**CONSOLIDATED CLASS ACTION
COMPLAINT**

- 1. Failure to Provide Meal Breaks** (Lab. Code § 512, Wage Orders)
- 2. Failure to Provide Rest Breaks** (Lab. Code § 226.7, Wage Orders)
- 3. Waiting-Time Penalties** (Lab. Code §§ 201-203)
- 4. Failure to Timely Pay Wages During Employment or Upon Discharge** (Lab. Code, §§ 204, 210)
- 5. Failure to Pay Overtime Wages** (Lab. Code § 510)
- 6. Failure to Pay All Sick Time** (Lab. Code § 246)
- 7. Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Records** (Lab. Code §§ 226, 1174.5, 1198)
- 8. Failure to Pay All Wages and Minimum Wage** (Lab. Code §§ 221, 223, 1194 *et seq.*)
- 9. Failure to Provide Suitable Seating** (Lab. Code § 1198)
- 10. Failure to Minimize Excessive Indoor**

Heat (Lab. Code § 226.7)

11. Failure to Provide Copies of Employment Records (Lab. Code § 226, 1198.5)
12. Failure to Provide Written Notice of Employment Terms (Lab. Code § 2810.5)
13. Failure to Reimburse Necessary Business Expenses (Lab. Code § 2802)
14. Unlawful Competition (Bus. & Prof. Code, § 17200)
15. Civil Penalties Under the Private Attorneys General Act (PAGA) (Lab. Code § 2698, *et seq.*)

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13 Attorneys for Plaintiffs REBECA BALBUENA ANDRES and MARTIN SOHAL

14 Plaintiffs RIGOBERTO VALLE, MARIO CASTILLO, VICTORIA MARTINEZ,
15 REBECA BALBUENA ANDRES, and MARTIN SOHAL (“Plaintiffs”), individually and on
16 behalf of other similarly situated employees, hereby file this Consolidated Class Action
17 Complaint against Defendant STANISLAUS FOOD PRODUCTS COMPANY, a California
18 Corporation, and DOES 1-100, inclusive (“Defendants”). On information and belief, Plaintiffs
19 allege:

20 **NATURE OF THE ACTION**

21 1. Plaintiffs bring this class action and Private Attorneys General Act (PAGA)
22 action based on alleged violations of the California Labor Code.

23 **VENUE & JURISDICTION**

24 2. This case is subject to the jurisdiction of this Court pursuant to the California
25 Labor Code, California Business and Professions Code, and the California Code of Civil
26 Procedure. The amount in controversy exceeds the jurisdictional minimum of this Court. At all
27 times alleged herein, one or more Defendants were residents of or were doing business in, the
28 State of California, County of Stanislaus.

3. Venue in Stanislaus County is proper pursuant to sections 395 and 395.5 of the
Code of Civil Procedure in that at all relevant times herein, at least some of the violations of law

1 alleged to have been committed herein occurred in Stanislaus County and/or because each
2 Defendant is found, maintains offices, or conducts substantial business in the County of
3 Stanislaus.

4 **PARTIES**

5 4. Plaintiff RIGOBERTO VALLE is an individual over the age of 18 and a resident
6 of the State of California. At all times relevant to this Complaint, Plaintiff VALLE was
7 employed by Defendants as a non-exempt hourly employee.

8 5. Plaintiff MARIO CASTILLO is an individual over the age of 18 and a resident of
9 the State of California. At all times relevant to this Complaint, Plaintiff CASTILLO was
10 employed by Defendants as a non-exempt hourly employee.

11 6. Plaintiff VICTORIA MARTINEZ is an individual over the age of 18 and a
12 resident of the State of California. At all times relevant to this Complaint, Plaintiff MARTINEZ
13 was employed by Defendants as a non-exempt hourly employee.

14 7. Plaintiff REBECA BALBUENA ANDRES is an individual over the age of 18
15 and a resident of the State of California. At all times relevant to this Complaint, Plaintiff
16 ANDRES was employed by Defendants as a non-exempt hourly employee.

17 8. Plaintiff MARTIN SOHAL is an individual over the age of 18 and a resident of
18 the State of California. At all times relevant to this Complaint, Plaintiff SOHAL was employed
19 by Defendants as a non-exempt hourly employee.

20 9. On Plaintiffs' information and belief, Defendant STANISLAUS FOOD
21 PRODUCTS COMPANY is a California Corporation organized and existing under the laws of
22 California.

23 10. Plaintiffs do not know the true names and capacities of Defendants sued in this
24 Complaint as DOES 1 through 100, inclusive, and therefore sue these Defendants by fictitious
25 names. Plaintiffs will amend this Complaint to allege the true names and capacities of DOES 1
26 through 100, inclusive when ascertained. Plaintiffs are informed, believe, and thereupon allege
27 that each of the Defendants named herein as DOES 1 through 100, inclusive, is responsive in
28 some manner for the occurrence, injury, and other damages alleged in this Complaint.

11. Plaintiffs are informed, believe, and thereupon allege, that each Defendant was in some manner responsible for the acts and damages alleged herein, and/or are indebted to Plaintiffs as alleged herein, and that each Defendant was the agent, employer, and co-conspirator of each other Defendant, and was acting in the course and scope of such agency and conspiracy. In this Complaint where Plaintiffs refer to Defendant singularly, such reference shall be construed to be a reference to all Defendants named herein, including those named fictitiously.

CLASS ALLEGATIONS

12. Plaintiffs bring the First through Eleventh Causes of Action on behalf of themselves and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class Plaintiffs seek to represent is composed of, and defined as follows:

All current and former hourly-paid and/or non-exempt employees of Defendant in California, employed between March 21, 2019, to present.

13. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or modify the class description with greater specificity to further divide into subclasses or to limit to particular issues.

14. This action has been brought and is properly maintained in a class action, pursuant to the provision of the California Code of Civil Procedure section 382 because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

15. Plaintiffs bring Causes of Action One through Fifteen (the “class claims”) as a class action on behalf of themselves and other similarly situated individuals. Plaintiffs bring the class claims pursuant to Labor Code §§ 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as all applicable IWC Wage Orders.

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1 accurate itemized wage statements to Plaintiffs and members of the
2 putative class, as required by law;

- 3 7. Whether Defendants had a policy and/or practice of failing to maintain
4 accurate records of all hours worked and wages earned by Plaintiffs and
5 members of the putative class;
- 6 8. Whether Defendants had a policy and/or practice of failing to pay for all
7 hours worked by Plaintiffs and members of the putative class;
- 8 9. Whether Defendants had a policy and/or practice of failing to pay the
9 applicable minimum wage for all hours worked by Plaintiffs and members
10 of the putative class;
- 11 10. Whether as a result of Defendants' policies and practices, Plaintiffs and
12 putative class members timely received all wages due and owing during
13 their employment and at the time of their termination or separation;
- 14 11. Whether Defendants had a policy and/or practice of failing to provide
15 suitable seating for Plaintiffs and putative class members; and
- 16 12. Whether Defendants had a policy and/or practice of failing to minimize
17 excessive indoor heat for Plaintiffs and putative class members.

18 **C. Typicality**

19 19. Plaintiffs' claims are typical of the claims of the members of the putative class.
20 The putative class also sustained damages arising out of Defendants' common course of conduct
21 in violation of the law as complained of herein. Plaintiffs and all members of the putative class
22 were non-exempt employees who were not paid minimum and overtime wages for all hours
23 worked, were not properly paid overtime and sick leave pay, were not provided meal and rest
24 periods, were not timely paid wages as required by law, were not provided suitable seating, and
25 were subjected to excessive indoor heat while working for Defendants. Additionally, Defendants
26 issued Plaintiffs and all members of the putative class wage statements that did not comply with
27 labor code section 226. As a result, Plaintiffs and each member of the putative class have
28 suffered the same type of harm and seek the same type of recovery based on the same legal

1 theories.

2 **D. Adequacy**

3 20. Plaintiffs will fairly and adequately protect the interest of the members of the
4 putative class. For all relevant times, Plaintiffs resided in California and worked for Defendants
5 in California. Moreover, Plaintiffs will adequately represent the putative class as they have no
6 interests that are adverse to those of the putative class members. Additionally, Plaintiffs have
7 retained counsel who have substantial experience in wage and hour matters.

8 **E. Superiority**

9 21. A class action is superior to other available means for the fair and efficient
10 adjudication of the controversy since the individual joinder of all members of the putative calls
11 is impracticable. Class action treatment will permit a larger number of similarly situated persons
12 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
13 unnecessary duplication of effort and expense that numerous individual actions would have.
14 Moreover, as damages suffered by each individual member of the class may be relatively small,
15 the expense and burden of the individual litigation would make it difficult or impossible for
16 individual members of the class to redress the wrongs done to them, and an important public
17 interest will be severed by addressing the matter as a class action. The cost to the court system of
18 adjudication of such individual litigation would be substantial. Individual litigation would also
19 present the potential for inconsistent or contradictory judgments.

20 22. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
21 management of this action that would preclude its maintenance as a class action.

22 **FACTUAL ALLEGATIONS**

23 23. Defendant Stanislaus Food Products Company manufactures food products.

24 24. Plaintiff VALLE joined the company in or around 1980. During tomato season,
25 Valle worked as a “Pan Operator,” monitoring 4,000- to 5,000-lb vats that cooked tomato paste.
26 These vats would cook for up to 2 days. During this time, it was his job to closely monitor the
27 temperature.

28 25. Plaintiff CASTILLO was employed by Defendants as a non-exempt employee

1 with the title of forklift driver from approximately July 11, 2022, until his separation from
2 employment on or about August 19, 2022.

3 26. Plaintiff MARTINEZ has worked on a seasonal basis for Defendants as a non-
4 exempt “Sorter” since approximately July 2008 until the present. Defendants employ Plaintiff as
5 a seasonal employee from the months of July through October. Plaintiff’s primary job duties
6 include lining tomato cans with herbs on an assembly line and sorting tomatoes before they are
7 canned.

8 27. Plaintiff ANDRES worked for Defendant in Modesto, California from
9 approximately July 31, 2023, through approximately October 15, 2023. Plaintiff worked in line
10 sorting and earned approximately \$18.11 per hour.

11 28. Plaintiff SOHAL has worked for Defendant in Stanislaus County, California
12 since approximately August 2023.

13 29. At all times relevant to this action, Plaintiffs and similarly situated employees
14 were non-exempt employees.

15 30. Defendants’ policies and/or practices outlined herein have deprived Plaintiffs and
16 other similarly situated non-exempt employees of the rights afforded to them by California
17 Labor Code §§ 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256,
18 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
19 1199, 2800, 2802, 2804, 2810.5, among others, and California Business and Professions Code §
20 17200 *et. seq.*, and applicable Wage Order(s).

21 31. As a result of the restrictions and work requirements placed on them by
22 Defendants, Plaintiffs and similarly situated employees were not provided timely and compliant
23 meal and rest periods. For example, Defendant failed to provide timely, duty-free 30-minute
24 meal periods commencing before the end of the fifth hour of work and any second duty-free, 30-
25 minute meal periods when they worked shifts in excess of 10.0 hours. Specifically, Defendants
26 scheduled meal periods in a method that did not provide timely first meal periods for all
27 employees. For example, Defendants provided meal periods in a staggered schedule, with
28 employees taking meals in waves, so that a portion of employees always remained performing

1 work. As a result, Plaintiffs and other non-exempt employees' shifts began at 5:00 p.m.,
2 however, only a small portion of employees were provided meal periods by 10:00 p.m., resulting
3 in Plaintiffs and the majority of non-exempt employees being forced to take their meal periods at
4 10:30 p.m. or later. Moreover, Defendants also required Plaintiffs and other non-exempt
5 employees to remain on Defendants' premises during their meal periods, even though the nature
6 of their job duties did not require them to be on-duty at all times during the workday. Further
7 Defendants mandated that Plaintiffs and other non-exempt employees wash their hands before
8 clocking back in from their meal periods, thereby failing to provide Plaintiffs and other non-
9 exempt employees with duty free meal periods. On occasions when Plaintiffs and other non-
10 exempt employees were not provided with all lawful meal periods to which they were entitled,
11 Defendants failed to pay Plaintiffs and other non-exempt employees an additional hour of
12 premium pay at their respective regular rates of pay for each workday in which a meal period
13 violation occurred, as required by Labor Code section 226.7. Upon information and belief,
14 Defendants failed to maintain pay codes for the payment of meal period premium payments as
15 required by Labor Code section 226.7

16 32. Defendants failed to failed to authorize and permit Plaintiffs and other non-
17 exempt employees to take all duty-free 10-minute rest periods to which they were legally
18 entitled due to Defendants' unlawful rest period policies/practices. Although Defendants
19 scheduled first and second rest periods, Defendants did not authorize and permit **any** third rest
20 periods in instances when employees worked in excess of 10.0 hours. Moreover, Defendants
21 failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law,
22 Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins
23 when the employee reaches a rest area away from his or her workstation and must be
24 uninterrupted during the duration of the rest period. *See e.g.*, Division of Labor Standards
25 Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*,
26 (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the
27 rest period begins when the employee reaches an area away from the workstation that is
28 appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2 Cal.5th 257, 260

1 (“[D]uring required rest periods, employers must relieve their employees of all duties and
2 relinquish any control over how employees spend their break time”). Specifically, Defendants’
3 managers timed Plaintiffs and other non-exempt employees’ rest periods.

4 33. Defendants also failed to provide meal and rest breaks in compliance with
5 California law, as meal and rest breaks were typically late and short because Plaintiffs would
6 have to walk two to three minutes each way from the time clock to the breakroom. Plaintiffs
7 would also have to wait in line to clock back in.

8 34. Defendants also failed to pay Plaintiffs and similarly situated employees the
9 applicable overtime wage for overtime hours worked. Specifically, Defendants failed to pay
10 Plaintiffs and other non-exempt employees with overtime compensation equal to one and one-
11 half times their regular rate of pay for working overtime hours for all hours actually worked,
12 resulting in unpaid overtime wages. Specifically, Plaintiffs and other non-exempt employees
13 received non-discretionary bonuses (denoted on paystubs as “Incentive,” “Shift #2,” and “Shift
14 #3”), and other forms of pay that cannot be excluded from the regular rate of pay as a matter of
15 law (hereinafter “Incentive Pay”). For example, Defendants provided bonuses to Plaintiffs and
16 other non-exempt employees when they prepared a certain number of tomatoes for canning or
17 when they worked shifts in the evening and night. As a result of paying Plaintiffs and other
18 non-exempt employees Incentive Pay, Defendants failed to properly calculate the regular rate of
19 pay, resulting in unpaid overtime wages.

20 35. Defendants also required Plaintiffs and similarly situated employees to perform
21 work while they were not on the clock. Specifically, Defendants have a company-wide policy of
22 requiring Plaintiffs and other non-exempt employees to arrive at least five (5) minutes before
23 their shift starting time because they were required to wait in line to clock-in. Moreover, after
24 clocking-out for their shifts, they were required to walk to a security check to have thier bags
25 checked. Plaintiffs and non-exempt employees would have to wait in line for at least five (5)
26 minutes to have their bags checked before being able to leave. Defendants also failing to pay
27 Plaintiffs and similarly situated employees the applicable minimum wage for all hours worked.

28 36. Defendants also failed to pay Plaintiffs and similarly situated employees for all

1 sick time earned pursuant to Labor Code § 246(l)(2), which states that paid sick time must be
2 “calculated by dividing the employee’s total wages, not including overtime premium pay, by the
3 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

4 Here, at all relevant times, Defendants failed in their obligation to provide Plaintiffs and
5 similarly situated employees the legally required paid sick days at the legal rate, including all
6 forms of compensation. As such, Defendants paid Plaintiffs paid sick time below their base rate
7 of pay, rather than the “regular rate of pay,” as required by the Labor Code.

8 37. Defendants also failed to maintain accurate records of all hours worked by
9 Plaintiffs and similarly situated employees, and failed to provide accurate wage statements
10 including all hours worked, all overtime wages earned, total gross wages earned, all rates of pay,
11 and total net wages earned.

12 38. Defendants also failed to provide Plaintiffs and similarly situated employees with
13 seats or stools in reasonable proximity to their work areas to allow them to use seats when it
14 would not interfere with the performance of their duties for times when they were not engaged
15 in active duties that require standing, such as when there were lulls between completing work
16 assignments.

17 39. Defendants also maintained an excessively hot working environment, with no
18 areas to seek relief from the heat and failed to provide a cooldown recovery period to Plaintiffs
19 and similarly situated employees.

20 40. At the time of their discharge, Defendants failed to pay Plaintiffs and similarly
21 situated employees all wages owed. For example, season employees are informed that the season
22 ends on a given day and they are paid a number of days later. This continued for a period no less
23 than 33 days after their discharge.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **Failure to Provide Meal Breaks**
4 **(Lab. Code, § 512, Wage Orders)**
5 **(As to All Defendants)**

6 41. Plaintiffs incorporate in this cause of action each and every allegation of the
7 preceding paragraphs, as though fully set forth herein.

8 42. The applicable Industrial Welfare Commission ("IWC") Wage Order and Labor
9 Code section 512 provide that all non-exempt employees are entitled to a 30-minute,
10 uninterrupted meal break for every 5-hour shift worked by the employee and a second meal
11 period for shifts lasting over ten (10) hours.

12 43. An employer's failure to provide an opportunity to take a meal break entitles the
13 employee to an hour of pay for each day an employer fails to provide an opportunity to take a
14 meal break.

15 44. At all times herein relevant, Plaintiffs and similarly situated employees were non-
16 exempt and entitled to meal breaks.

17 45. At all times herein relevant, Defendants employed Plaintiffs and similarly
18 situated employees for periods of five (5) hours or more without providing meal breaks of at
19 least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs
20 and similarly situated employees worked more than ten (10) hours in a day. Plaintiffs and
21 similarly situated employees did not waive their right to meal periods throughout their
22 employment.

23 46. Defendants further failed to compensate Plaintiffs and similarly situated
24 employees for the premium wage(s) owed resulting from their failure to provide the opportunity
25 to take a meal break.

26 47. As a direct and proximate result of Defendants' unlawful conduct, as set forth
27 herein, Plaintiffs and similarly situated employees have suffered damages, including a loss of
28 wages.

1 48. Plaintiffs and similarly situated employees request relief as described below.

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3 **SECOND CAUSE OF ACTION**
4 **Failure to Provide Rest Breaks**
5 **(Labor Code § 226.7, Wage Orders)**
6 **(As to All Defendants)**

7 49. Plaintiffs incorporate in this cause of action each and every allegation of the
8 preceding paragraphs, as though fully set forth herein.

9 50. The applicable IWC Wage Order and Labor Code section 226.7 provides that all
10 non-exempt employees are entitled to at least a 10-minute rest break for each work period of
11 more than four (4) hours, or major fraction thereof.

12 51. An employer's failure to provide an opportunity to take a rest break entitles the
13 employee an hour of pay for each day an employer fails to provide an opportunity to take a rest
14 break.

15 52. At all times relevant, Plaintiffs and similarly situated employees were non-
16 exempt and entitled to rest breaks.

17 53. At all times relevant, Defendants failed to authorize and permit Plaintiffs and
18 similarly situated employees to take rest periods of at least 10 minutes for each work period of
19 more than four (4) hours, or major fraction thereof.

20 54. Defendants further failed to compensate Plaintiffs and similarly situated
21 employees for the premium wage(s) owed resulting from their failure to provide the opportunity
22 to take rest breaks.

23 55. As a direct and proximate result of Defendants' unlawful conduct, as set forth
24 herein, Plaintiffs and similarly situated employees have suffered damages, including loss a loss
25 of wages.

26 56. Plaintiffs and similarly situated employees request relief as described below.

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THIRD CAUSE OF ACTION

Waiting-Time Penalties

(Lab. Code, §§ 201-203)

(As to All Defendants)

57. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

58. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due immediately upon discharge, or within seventy-two (72) hours of quitting without notice. Labor Code § 203 provides that where an employer willfully fails to make such timely payment, the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days' wages.

59. Plaintiffs and similarly situated employees resigned or were discharged from their employment without being paid all wages that were due to them within the time required by Labor Code §§ 201 and 202. Defendants' failure to pay these wages has been and continues to be willful.

60. As a result of Defendants' conduct, Plaintiffs and similarly situated employees are entitled to waiting time penalties in the amount of up to thirty (30) days' wages under Labor Code § 203.

61. Plaintiffs and similarly situated employees request relief as described below.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

(Lab. Code, §§ 204, 210)

(As to All Defendants)

62. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

63. Labor Code section 204 requires employees to be paid earned wages at least twice per month. If an employer fails to pay wages during the proper pay period, the employee is entitled to a penalty of \$100 for an initial violation and \$200 for each subsequent or willful, or intentional violation. Additionally, the employee is entitled to 25% of the amount unlawfully

1 withheld.

2 64. Defendants failed to properly and timely compensate Plaintiffs and simil for all
3 wages earned during Plaintiffs' pay period(s).

4 65. Defendants' acts were willful and/or intentional.

5 66. As a result of Defendants' conduct, Plaintiffs are entitled to the penalty set forth
6 in section 210 of the Labor Code.

7 67. Plaintiffs request relief as described below.

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9 **FIFTH CAUSE OF ACTION**
10 **Failure to Pay Overtime Wages**
11 **(As to All Defendants)**

12 68. Plaintiffs incorporate in this cause of action each and every allegation of the
13 preceding paragraphs, as though fully set forth herein.

14 69. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, 1194.2
15 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
16 overtime hours worked and provide a private right of action for the failure to pay all overtime
17 compensation for overtime work performed.

18 70. At all times relevant herein, Defendants were required to properly pay Plaintiffs
19 and similarly situated employees for all overtime hours worked pursuant to California Labor
20 Code §§ 510, 1194, and the applicable IWC Wage Orders.

21 71. Section 3 of the applicable IWC Wage Order requires an employer to pay an
22 employee one and one-half (1 1/2) times the employee's regular rate of pay for work in excess of
23 eight (8) hours per workday and/or in excess of forty (40) hours of work in the workweek. The
24 same section also requires an employer to pay an employee double the employee's regular rate
25 of pay for work in excess of twelve (12) hours each workday and/or for work in excess of eight
26 (8) hours on the seventh consecutive day of work in the workweek.

27 72. Plaintiffs and similarly situated employees have worked in excess of eight (8)
28 hours in a workday, twelve (12) hours in a workday, forty (40) hours in a workweek, and/or
eight (8) hours on the seventh consecutive day of a workweek.

1 73. Defendants have failed or otherwise refused to pay Plaintiffs and similarly
2 situated employees overtime compensation for all overtime hours worked in the manner required
3 by California law. Defendants' unlawful conduct includes, but is not limited to, Defendants'
4 uniform and unlawful policy/practice of failing to include all forms of compensation in
5 calculating the "regular rate of pay", which resulted in Plaintiffs and similarly situated
6 employees not being paid all overtime wages owed.

7 74. The foregoing policies and practices are unlawful and create entitlement to
8 recovery by Plaintiffs and similarly situated employees in a civil action for the unpaid amount of
9 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
10 according to Labor Code §§ 204, 210, 510, 1194, 1194.2 and 1198, the applicable Wage Orders,
11 and Code of Civil Procedure § 1021.5.

12 75. Plaintiffs and similarly situated employees request relief as described below.

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14 **SIXTH CAUSE OF ACTION**
15 **Failure to Pay All Sick Time**
16 **(As to All Defendants)**

17 76. Plaintiffs incorporate in this cause of action each and every allegation of the
18 preceding paragraphs, as though fully set forth herein.

19 77. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2,
20 1197.1, 1198, and 1199 which provide that non-exempt employees are entitled to have their sick
21 time paid at the "regular rate of pay", including all forms of compensation/remuneration.

22 78. At all times relevant herein, Defendants were required to properly pay Plaintiffs
23 and similarly situated employees for all accrued sick leave taken, pursuant to California Labor
24 Code § 246.

25 79. Defendants failed to conform their pay practices to the requirements of the law.
26 This unlawful conduct includes but is not limited to Defendants' uniform and unlawful
27 policy/practice of failing to include all forms of compensation, including but not limited to shift
28 differentials, non- discretionary bonuses, and other forms of remuneration into the calculation of
the "regular rate of pay," which resulted in Plaintiffs and similarly situated employees not being

1 paid all sick time wages owed.

2 80. The foregoing policies and practices are unlawful and create entitlement to
3 recovery by Plaintiffs and similarly situated employees in a civil action for the unpaid amount of
4 sick time wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
5 according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and
6 Code of Civil Procedure § 1021.5.

7 81. Plaintiffs and similarly situated employees request relief as described below.

8
9 **SEVENTH CAUSE OF ACTION**
10 **Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Records**
11 **(As to All Defendants)**

12 82. Plaintiffs incorporate in this cause of action each and every allegation of the
13 preceding paragraphs, as though fully set forth herein.

14 83. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish
16 Plaintiffs and similarly situated employees with complete and accurate wage statements that
17 included, among other requirements, all hours worked, all overtime wages earned, total gross
18 wages earned, all rates of pay, and total net wages earned, in violation of Labor Code § 226(a).

19 84. Plaintiffs are further informed and believe, and thereon allege, that Defendant did
20 not maintain accurate business records pertaining to the total hours worked for Defendant by
21 Plaintiffs and the members of the Classes as required under Labor Code section 1174.5. This is a
22 result of missing hours worked and missed meal-break and rest-break premiums, as illustrated
23 above.

24 85. Labor Code section 1198 provides that the maximum hours of work and the
25 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
26 the applicable IWC wage order. Section 1198 further provides that "[t]he employment of any
27 employees for longer hours than those fixed by the order or under conditions of labor prohibited
28 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

1 meal period.

2 86. During the relevant time period, Defendant failed, on a company-wide basis, to
3 keep accurate records of work and meal period start and stop times for Plaintiffs and similarly
4 situated employees, in violation of Labor Code section 1198.

5 87. Defendants' failure to furnish Plaintiffs and similarly situated employees with
6 complete and accurate, itemized wage statements, as well as Defendants' failure to keep
7 accurate records, resulted in actual injury to Plaintiffs and similarly situated employees, as said
8 failures led to, among other things, the non-payment of all overtime wages owed, meal and rest
9 period premium wages owed, and deprived them of the information necessary to identify the
10 discrepancies in Defendants' reported data.

11 88. Defendants' failures create an entitlement to recovery by Plaintiffs and similarly
12 situated employees in a civil action for damages and/or penalties pursuant to Labor Code §§
13 218.5 and 226(e), including statutory penalties, civil penalties, reasonable attorneys' fees, and
14 costs of suit; and for preliminary and permanent injunctive relief and an award of reasonable
15 attorneys' fees and costs pursuant to Labor Code section 226(h).

16 89. Plaintiffs and similarly situated employees request relief as described below.

17
18 **EIGHTH CAUSE OF ACTION**
19 **Failure to Pay All Wages and Minimum Wage**
20 **(As to All Defendants)**

21 90. Plaintiffs incorporate in this cause of action each and every allegation of the
22 preceding paragraphs, as though fully set forth herein.

23 91. At all times relevant herein, which comprise the time period not less than four (4)
24 years preceding the filing of this action, Defendants were required to compensate their hourly
25 employees for all hours worked.

26 92. For at least the four (4) years preceding the filing of this action, Defendants failed
27 to compensate employees for all hours worked. Defendants implemented policies that actively
28 prevented employees from being compensated for all time worked by subjecting Plaintiffs and
similarly situated employees to work off-the-clock.

1 93. Under the applicable IWC Wage Order and state regulations, Plaintiffs and
2 similarly situated employees are entitled to recover compensation for all hours worked, but not
3 paid, for the four (4) years preceding the filing of this action, in addition to reasonable attorney's
4 fees and costs of suit in accordance with Labor Code section 218.5, and penalties pursuant to
5 Labor Code sections 203 and 206.

6 94. The applicable IWC Wage Order section 2(G) defines "hours worked" to mean
7 "the time during which an employee is subject to the control of an employer and includes all the
8 time the employee is suffered or permitted to work, whether or not required to do so."

9 95. Defendant suffered or permitted Plaintiffs and similarly situated employees to
10 work portions of the day for which Defendant failed to compensate them.

11 96. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any
12 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
13 ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum
14 wage ... including interest thereon, reasonable attorney's fees, and costs of suit."

15 97. Labor Code section 1194.2(a) provides in relevant part: "In any action under
16 section 1193.6 or section 1194 to recover wages because of the payment of a wage less than the
17 minimum wage fixed by an order of the commission, an employee shall be entitled to recover
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

19 98. Labor Code section 1197 provides: "The minimum wage for employees fixed by
20 the commission is the minimum wage to be paid to employees, and the payment of a less wage
21 than the minimum so fixed is unlawful."

22 99. Plaintiffs are informed and believe, and therefore allege, that Defendants'
23 compensation schemes do not fairly compensate Plaintiffs and similarly situated employees for
24 all hours spent performing their job duties.

25 100. The failure to pay at least minimum wages to Plaintiffs and similarly situated
26 employees for each and every hour worked violates Labor Code sections 1182.11-1182.12,
27 1194, 1194.2, and 1197; the applicable IWC Wage Order section 4; and Business & Professions
28 Code.

1 101. The failure to pay designated wages to Plaintiffs and similarly situated employees
2 for each and every hour worked violates Labor Code section 221 and 223; the applicable IWC
3 Wage Order section 3; and Business & Professions Code.

4 102. During the applicable time period, Defendants had and continue to have a pattern
5 and practice of not providing their employees all wages, by failing to include all compensable
6 time.

7 103. As a proximate result of the above-mentioned violations. Plaintiffs and similarly
8 situated employees have been damaged in an amount according to proof at time of trial.

9 104. Plaintiffs and similarly situated employees request relief as described below.

10
11 **NINTH CAUSE OF ACTION**
12 **Failure to Provide Suitable Seating**
 (As to All Defendants)

13 105. Plaintiffs incorporate in this cause of action each and every allegation of the
14 preceding paragraphs, as though fully set forth herein.

15 106. Labor Code section 1198 makes it illegal to employ an employee under
16 conditions of labor that are prohibited by the applicable wage order. Labor Code section 1198
17 requires that “the standard conditions of labor fixed by the commission shall be the ... standard
18 conditions of labor for employees. The employment of any employee ... under conditions of
19 labor prohibited by the order is unlawful.” Code of Regulations, title 8, section 11070(14)(B)
20 provides that “[w]hen employees are not engaged in the active duties of their employment and
21 the nature of the work requires standing, an adequate number of suitable seats shall be placed in
22 reasonable proximity to the work area and employees shall be permitted to use such seats when
23 it does not interfere with the performance of their duties.”

24 107. The IWC states that section 14(B) applies during “lulls in operation” when an
25 employee, while still on the job, is not then actively engaged in any duties. *Kilby* citing IWC,
26 1976 Wage orders, Summary of Basic Provisions, Seats. When taken together, an employee is
27 entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated
28 work feasible, while working there. *Ibid.* However, if other job duties take the employee to a

1 different location where he or she must perform tasks requiring standing, the employee would be
2 entitled to a seat under section 14(B) during “lulls in operation.” *Ibid*.

3 108. Defendants did not provide Plaintiffs and similarly situated employees with seats
4 or stools in reasonable proximity to their work areas to allow them to use seats when it would
5 not interfere with the performance of their duties for times when they were not engaged in active
6 duties that require standing.

7 109. As a result of Defendants’ company-wide policy and/or practice of prohibiting
8 employees from sitting at any time, even when they were not engaged in active duties requiring
9 standing, and company-wide failure to provide seats in reasonable proximity to their work areas,
10 Plaintiffs and similarly situated employees were forced to stand during shifts and denied seats.
11 Defendants’ failure to provide suitable seating to Plaintiffs and similarly situated employees
12 violates Labor Code section 1198 and the applicable IWC Wage Order section 14(B).

13 110. Plaintiffs and similarly situated employees are therefore entitled to recover civil
14 penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring
15 Defendants into compliance with California’s seating requirements, pursuant to Labor Code
16 section 1194.5.

17 111. Plaintiffs and similarly situated employees request relief as described below.

18
19 **TENTH CAUSE OF ACTION**
20 **Failure to Minimize Excessive Indoor Heat**
21 **(As to All Defendants)**

22 112. Plaintiffs incorporate in this cause of action each and every allegation of the
23 preceding paragraphs, as though fully set forth herein.

24 113. California Labor Code § 226.7(a) states “As used in this section, “recovery
25 period” means a cooldown period afforded an employee to prevent heat illness.” Section
26 226.7(c) states “If an employer fails to provide an employee a meal or rest or recovery period in
27 accordance with a state law, including, but not limited to, an applicable statute or applicable
28 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety
and Health Standards Board, or the Division of Occupational Safety and Health, the employer

1 shall pay the employee one additional hour of pay at the employee's regular rate of
2 compensation for each workday that the meal or rest or recovery period is not provided."

3 114. The applicable IWC Wage Order section 15(A) provides the following: "The
4 temperature maintained in each work area shall provide reasonable comfort consistent with
5 industry-wide standards for the nature of the process and the work performed." Section 15(B)
6 states "If excessive heat or humidity is created by the work process, the employer shall take all
7 feasible means to reduce such excessive heat or humidity to a degree providing reasonable
8 comfort."

9 115. Defendants failed to comply with California Labor Code §226.7(a), and the
10 applicable Wage Order, by maintaining an excessively hot working environment.

11 116. Defendants failed to provide Plaintiffs and similarly situated employees with a
12 recovery period and failed to adopt standards to reduce heat-related illnesses, and as a result,
13 Defendants have failed to maintain a safe indoor working environment.

14 117. Plaintiffs and similarly situated employees are entitled to recovery and penalties
15 according to proof, as well as interest, attorneys' fees and costs pursuant to the California Labor
16 Code.

17 118. Plaintiffs and similarly situated employees request relief as described below.

18
19 **ELEVENTH CAUSE OF ACTION**
20 **Failure to Provide Copies of Employment Records**
21 **(Lab. Code § 226, 1198.5)**
22 **(As to All Defendants)**

23 119. Plaintiffs incorporate in this cause of action each and every allegation of the
24 preceding paragraphs, as though fully set forth herein.

25 120. Under California Labor Code § 226(b), an employee has a right to request a copy
26 of their employment records that are required to be kept under Labor Code § 226, and the
27 employer is required to provide a copy of those records for inspection within 21 days of the
28 request. Similarly, under Labor Code § 1198.5, an employee has a right to request a copy of
their personnel records relating to the employee's performance or to any grievance concerning

1 the employee, and the employer is required to provide those records within 30 days of the
2 request.

3 121. Here, Defendants failed to comply with these requirements by failing to provide
4 required employment records and personnel records requested by Plaintiffs and similarly
5 situated employees within the time provided by law.

6 122. Plaintiffs and similarly situated employees request relief as described below.
7

8 **TWELFTH CAUSE OF ACTION**
9 **Failure to Provide Written Notice of Employment Terms**
10 **(Lab. Code § 2810.5)**

11 **(As to All Defendants)**

12 123. Plaintiffs incorporate in this cause of action each and every allegation of the
13 preceding paragraphs, as though fully set forth herein.

14 124. Under California Labor Code § 2810.5, an employer must provide employees
15 written notice of certain terms of employment including but not limited to rates of pay, overtime
16 rates as applicable, any allowances claimed as part of the minimum wage, the regular payday
17 designated by the employer, the name of the employer, including any “doing business as” names
18 used by the employer, the physical address and mailing address of the employer’s main office or
19 principal place of business, the telephone number of the employer, the name address, and
20 tele[h]one number of the employer’s worker’s compensation carrier, notice of the employee’s
21 right to use and accrue sick leave.

22 125. Defendants failed to comply with these requirements by failing to provide the
23 required written notice to Plaintiffs and similarly situated employees.

24 126. Plaintiffs and similarly situated employees request relief as described below.
25

26 ///

27 ///

28 ///

THIRTEENTH CAUSE OF ACTION
Failure to Reimburse Necessary Business Expenses
(Lab. Code § 2802)

(As to All Defendants)

127. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

128. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

129. Plaintiffs and similarly situated employees incurred necessary work-related business expenses required for the performance of their job duties but Defendants failed to reimburse them for such expenses.

130. Plaintiffs and similarly situated employees request relief as described below.

FOURTEENTH CAUSE OF ACTION
Unlawful Competition
(Bus. & Prof. Code, § 17200)
(As to All Defendants)

131. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

132. Defendants’ conduct, as alleged herein, constitutes an unlawful, unfair, and/or fraudulent business practices, as set forth in Business & Professions Code § 17200. Defendants conducted business activities while failing to comply with the legal mandates cited herein. Plaintiffs and others similarly situated suffered injury in fact and lost money as a result of Defendants’ unfair competition.

133. As a result of Defendants’ unlawful and unfair business practices, Plaintiffs and similarly situated employees are entitled to and do seek restitution, and other appropriate relief available under Business & Professions Code § 17203, on their own behalf, and on behalf of

1 others similarly situated, according to proof, for four (4) years from the filing of this Action.

2 134. Plaintiffs and similarly situated employees request relief as described below.

3
4 **FIFTEENTH CAUSE OF ACTION**
5 **Private Attorneys General Act**
6 **(As to All Defendants)**

7 135. Plaintiffs incorporate in this cause of action each and every allegation of the
8 preceding paragraphs, as though fully set forth herein.

9 136. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,
10 California Labor Code §§ 2698-99) applied to Defendant's employment of Plaintiffs and other
11 "aggrieved employees."

12 137. At all times set forth herein, California Labor Code § 2699(a) has provided that
13 any provision of law under the California Labor Code that provides for a civil penalty to be
14 assessed and collected by the Labor and Workforce Development Agency (LWDA) for
15 violations of the California Labor Code may, as an alternative, be recovered through a civil
16 action brought by an aggrieved employee on behalf of himself and other current or former
17 employees pursuant to procedures outlined in California Labor Code § 2699.3.

18 138. At all times set forth herein, the PAGA has also provided that for the violation of
19 any Labor Code provision that does not itself contain a civil penalty, there are established civil
20 penalties of \$100 for each aggrieved employee per pay period for the initial violation and \$200
21 for each aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. §
22 2699(f).

23 139. A civil action under PAGA may be brought by an "aggrieved employee," any
24 person that was employed by the alleged violator and against whom one or more of the alleged
25 violations was committed.

26 140. Defendants have been committing, and continue to commit, violations of the
27 California Labor Code, including, but not limited to:

- 28 a. Failing to pay Plaintiffs and other aggrieved employees all overtime compensation
earned in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

- b. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- c. Failing to authorize and permit Plaintiffs and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Plaintiffs and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages due to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 201-203;
- f. Failing to maintain accurate records on behalf of Plaintiffs and aggrieved employees in violation of Labor Code §§ 558 and 1174; and
- g. Failing to pay Plaintiffs and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.
- h. Failing to pay Plaintiffs and other aggrieved employees at least the minimum wage for all hours worked in violation of Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, and 1197;
- i. Failing to pay Plaintiffs and other aggrieved employees for all sick time earned in violation of Labor Code § 246;
- i. Failing to pay Plaintiffs and other aggrieved employees the agreed wage for all hours worked in violation of Labor Code §§ 221 and 223;
- j. Failing to provide Plaintiffs and other aggrieved employees with suitable seating in violation of Labor Code § 1198; and
- k. Failing to minimize excessive indoor heat in violation of Labor Code § 226.7;
- l. Failing to provide copies of employment and personnel records in violation of Labor

Code §§ 226 and 1198.5;

m. Failing to provide written notice of employment terms in violation of Labor Code § 2810.5;

n. Failing to reimburse necessary business expenses in violation of Labor Code § 2802.

141. On June 16, 2023, Plaintiff CASTILLO notified Defendants, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff CASTILLO has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

142. On August 16, 2023, Plaintiff MARTINEZ notified Defendants, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff MARTINEZ has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

143. On October 20, 2023, Plaintiff SOHAL provided written notice to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 calendar days have passed since the date notice was provided to the LWDA and Defendants. Accordingly, Plaintiff SOHAL has satisfied the administrative prerequisites under California Labor Code Section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code identified in this Complaint.

144. On November 29, 2023, Plaintiff ANDRES notified Defendants, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff ANDRES has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

145. On September 5, 2024, Plaintiffs submitted an amended and consolidated notice to LWDA via its website, notifying LWDA of Plaintiffs' intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified herein.

146. Accordingly, Plaintiffs and the other aggrieved employees are entitled to and seek to recover civil penalties for Defendants' violations of the Labor Code during the applicable limitations period.

147. Pursuant to California Labor Code Section 2699(g), Plaintiffs, on behalf of themselves and the other aggrieved employees, are entitled to an award of reasonable attorneys' fees and costs.

148. Plaintiffs and the other aggrieved employees request relief as described below.

PRAYER

1. For unpaid wages;
2. For pre-judgment, post-judgment, and statutory interest and all amounts subject herein;
3. For equitable relief;
4. For liquidated damages;
5. For costs of suit incurred in this action;
6. For attorneys' fees according to statute including, but not limited to, under Labor

Code sections 218.5, 226(e), 226(h), 1194, 1194.2, 2699(g), and Code of Civil Procedure section 1021.5;

7. For statutory and civil penalties according to statute;
8. For injunctive relief; and
9. For all other relief that this Court deems just and proper.

DREW LEWIS, PC

Dated: September 5, 2024

By:

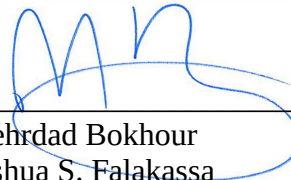


Drew Lewis
Attorney for Plaintiff RIGOBERTO VALLE

**BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.**

Dated: September 5, 2024

By:



Mehrdad Bokhour
Joshua S. Falakassa
Attorneys for Plaintiff MARIO CASTILLO

HAINES LAW GROUP, APC

Dated: September _____, 2024

By:

Paul K. Haines
Fletcher W. Schmidt
Susan J. Perez
Attorneys for Plaintiff VICTORIA MARTINEZ

Code sections 218.5, 226(e), 226(h), 1194, 1194.2, 2699(g), and Code of Civil Procedure section 1021.5;

7. For statutory and civil penalties according to statute;
8. For injunctive relief; and
9. For all other relief that this Court deems just and proper.

DREW LEWIS, PC

Dated: September 5, 2024

By:



Drew Lewis
Attorney for Plaintiff RIGOBERTO VALLE

**BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.**

Dated: September____, 2024

By:

Mehrdad Bokhour
Joshua S. Falakassa
Attorneys for Plaintiff MARIO CASTILLO

HAINES LAW GROUP, APC

Dated: September 5, 2024

By:

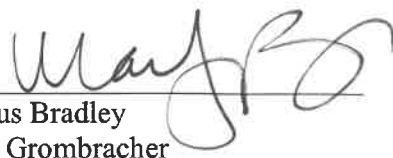


Paul K. Haines
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Attorneys for Plaintiff VICTORIA MARTINEZ

BRADLEY/GROMBACHER, LLP

Dated: September 5, 2024

By:



Marcus Bradley
Kiley Grombracher
Lirit A. King
Emilie MacLean
Attorneys for Plaintiffs REBECA BALBUENA
ANDRES and MARTIN SOHAL

CERTIFICATE OF SERVICE

I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred. My business address is 3010 Lava Ridge Ct. Ste 120, Roseville, CA 95661.

On October 14, 2024, I served the foregoing document(s) described as:

• **CONSOLIDATED CLASS ACTION COMPLAINT**

on the following parties:

Laura Hayward (lhayward@littler.com)
Nate Jenkins (njenkins@littler.com)
Chopi Masada (smasada@littler.com)
Charisse Goodman (chgoodman@littler.com)

LITTLER MENDELSON P.C.

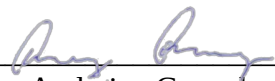
333 Bush Street, 34th Floor
San Francisco, CA 94104

Attorneys for Defendant(s)

☒ **BY ELECTRONIC TRANSMISSION** - I transmitted an electronic copy of this document by electronic mail to the party(s) identified above using the e-mail address(es) indicated.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 14, 2024 at Roseville, California.


Andreina Gonzalez