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on behalf of themselves and all others similarly situated

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FILED
Superior Court of California
County of Los Angeles

05/14/2025

David W. Slybia, Executive Officer / Clerk of Court

By: M. Molinar Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE HORACIO CORDOBA, LUIS
CORDOBA, also known as JESUS CAMPOS,
JORGE VALENZUELA PALOMAR, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

FARMERS PROCESS, INC., a California
corporation; and DOES 1 through 100, Inclusive,

Defendants.

Lead Case No.: 23STCV22105
Related Case Nos.: 23STCV23174

**CONSOLIDATED SECOND AMENDED
CLASS & REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES AND
RESTITUTION:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO PAY ALL WAGES UPON TERMINATION;
6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
7. FAILURE TO REIMBURSE FOR BUSINESS RELATED EXPENSES;
8. FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS;
9. UNFAIR COMPETITION; and
10. CIVIL PENALTIES UNDER PAGA

DEMAND FOR JURY TRIAL

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COME NOW plaintiffs JOSE HORACIO CORDOBA (“Mr. Cordoba”), LUIS CORDOBA, also known as JESUS CAMPOS (“Mr. Campos”) and JORGE VALENZUELA PALOMAR (“Mr. Palomar”) (collectively “Plaintiffs”) on behalf of themselves, all others similarly situated, and Aggrieved Employees allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on behalf of Plaintiffs and all other current and former similarly situated employees employed by or formerly employed by FARMERS PROCESS, INC., 608 POULTRY, INC., BRUCE SHUHUA LOK, FERNANDO OJEDA RIVERA, and any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), within the State of California.

2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class action on behalf of Plaintiffs and certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiffs bring the Tenth Cause of Action as a representative action under the California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiffs, the State of California, and past and present non-exempt employees employed by Defendants in the State of California during the statute of limitations period for their PAGA claim (hereinafter referred to as the “Aggrieved Employees”).

4. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay wages to Plaintiffs, other non-exempt employees, and Aggrieved Employees in the State of California for all hours worked, including overtime wages.

5. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide

1 Plaintiffs, other similarly situated employees, and Aggrieved Employees or former employees
2 within the State of California a thirty (30) minute uninterrupted meal period for days on which
3 the employees worked more than five (5) hours in a workday and a second thirty (30) minute
4 uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours
5 in a work day, and failing to provide compensation for such unprovided meal periods as required
6 by California wage and hour laws.

7 6. For at least for (4) years prior to the filing of this action and continuing to the
8 present, Defendants on multiple occasions have had a pattern and practice of failing to provide
9 Plaintiffs, similarly situated employees, and Aggrieved Employees, or former employees within
10 the State of California rest periods of at least ten (10) minutes per four (4) hours worked or major
11 fraction thereof and failing to provide compensation for such unprovided rest periods as required
12 by California wage and hour laws.

13 7. Defendants on multiple occasions have had a pattern and practice of failing to
14 provide Plaintiffs, similarly situated employees, and Aggrieved Employees or former employees
15 within the State of California with accurate itemized wage statements as required under Labor
16 Code §226 during the alleged liability period.

17 8. Defendants on multiple occasions have had a pattern and practice of failing to
18 provide Plaintiffs, similarly situated former employees, and Aggrieved Employees within the
19 State of California with all earned wages immediately upon separation of employment as
20 required under Labor Code §§ 201 and 202 during the alleged liability period.

21 9. Defendants on multiple occasions have had a pattern and practice of failing to
22 reimburse Plaintiffs, similarly situated former employees, and Aggrieved Employees within the
23 State of California for business related expenses pursuant to Labor Code § 2802 during the
24 alleged liability period.

25 10. Defendants failed to timely produce requested employment records as required by
26 the California Labor Code and IWC Wage Order.

27 11. Plaintiffs, on behalf of themselves, all other similarly situated employees and
28 Aggrieved Employees, bring this action pursuant to, including but not limited to, California

1 Labor Code §§ 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2,
2 1197, 1197.1, 2802 and California Code of Regulations, Title 8, §11070, seeking unpaid wages
3 for all hours worked, including overtime wages, premium wages for non-compliant meal and rest
4 periods, statutory and civil penalties, and reasonable attorneys' fees and costs.

5 12. Plaintiffs, on behalf of themselves and all other similarly situated employees, and
6 Aggrieved Employees pursuant to California Business & Professions Code §§17200-17208 also
7 seek all monies owed but withheld and retained by Defendants to which Plaintiffs, members of
8 the class, and Aggrieved Employees are entitled.

9 **PARTIES**

10 **A. Plaintiffs**

11 13. Venue as to each defendant is proper in this judicial district, pursuant to California
12 Code of Civil Procedure §395. Defendants operate and do business in California, and each
13 defendant is within the jurisdiction of this court for service of process purposes. The unlawful
14 acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the State
15 of California. Defendants employ numerous Class Members in the State of California.

16 14. Plaintiff Mr. Cordoba is a resident of the State of California. At all relevant times
17 herein, he has been employed by Defendants as a non-exempt employee in California.

18 15. Plaintiff Mr. Campos is a resident of the State of California. At all relevant times
19 herein, he has been employed by Defendants as a non-exempt employee in California.

20 16. Plaintiff Mr. Palomar is a resident of the State of California. At all relevant times
21 herein, he has been employed by Defendants as a non-exempt employee in California.

22 **B. Defendants**

23 17. Defendant Farmers Process, Inc., a California corporation, operates a poultry
24 processing plant within the State of California. Farmers Process, Inc. employed Plaintiffs,
25 similarly situated persons, and Aggrieved Employees within the State of California.

26 18. Defendant 608 Poultry, Inc., a California corporation, operates a poultry
27 processing plant within the State of California. 608 Poultry, Inc. employed Plaintiff Palomar,
28 similarly situated persons, and Aggrieved Employees within the State of California.

19. Plaintiffs are informed and believe that Defendants are joint employers in that they employed Plaintiffs and similarly situated employees at the same time and were operating as a joint enterprise at all relevant time periods.

20. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sue defendants by such fictitious names under Code of Civil Procedure §474. Plaintiffs are informed and believe, and based thereon alleges, that each of the defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

21. Plaintiffs are informed and believe, and based thereon allege, that each defendant acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

22. To the extent that Defendant Farmers Process, Inc. claims to be a California corporation, it is an alter ego of Defendant Bruce Shuhua Lok. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, there was such a unity of interest between Defendant Bruce Shuhua Lok on the one hand, and Defendant Farmers Process, Inc. on the other hand, that the separate entity of Defendant Farmers Process, Inc. should be disregarded, and Defendant Farmers Process, Inc. and Defendant Bruce Shuhua Lok should be treated merely as the alter-egos of each other. Adherence to the fiction of separate existence of Defendant Farmers Process, Inc. as an entity distinct from Defendant Bruce Shuhua Lok would permit an abuse of the corporation provisions, would sanction fraud and injustice in that Defendant Bruce Shuhua Lok could evade personal liability for his wrongdoing alleged in this Complaint, and could and would continue in the entity name to perpetuate the fraudulent plan, scheme and devise alleged in this Complaint. Plaintiffs are further informed and believe that

Defendant Bruce Shuhua Lok and Defendant Farmers Process, Inc. failed to adhere Defendant Famers Process, Inc.'s separate identities, among other ways, as follows:

(a) Defendant Farmers Process, Inc. failed to comply with corporate formalities;

(b) Defendant Farmers Process, Inc.'s funds were withdrawn for personal use without treating such withdrawals as salaries or dividends;

(c) Defendant Bruce Shuhua Lok commingled his funds with those of Defendant Farmers Process, Inc. and vice versa;

(d) Defendant Bruce Shuhua Lok guarantied the debts of Defendant Farmers Process, Inc. and vice versa;

(e) Defendant Bruce Shuhua Lok at all times herein mentioned, completely controlled, dominated, managed and operated Defendant Farmers Process, Inc.;

(f) Defendant Farmers Process, Inc. was created, and is being continued, pursuant to a fraudulent plan, and devised, conceived and operated by Defendant Bruce Shuhua Lok to defraud Plaintiffs and the public in general; and

(g) Defendant Farmers Process, Inc. is a mere shell, instrumentally and conduit, without adequate capital, through which Defendant Bruce Shuhua Lok carries on the business in the company name.

23. Defendant Bruce Shuhua Lok is, on information and belief, an owner, director, officer, or managing agent of Defendant Farmers Process, Inc., who violated or caused to be violated Labor Code §§ 203, 226, 226.7, 1194 and 2802, in direct violation of Labor Code § 558.1, and thereby Defendant Bruce Shuhua Lok may be held personally liable as the employer for such violations.

24. Defendant Fernando Ojeda Rivera is, on information and belief, an owner, director, officer, or managing agent of Defendant 608 Poultry, Inc., who violated or caused to be violated Labor Code §§ 203, 226, 226.7, 1194 and 2802, in direct violation of Labor Code § 558.1, and thereby Defendant Fernando Ojeda Rivera may be held personally liable as the employer for such violations.

25. To the extent that Defendant 608 Poultry, Inc. claims to be a California corporation, it is an alter ego of Defendant Fernando Ojeda Rivera. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, there was such a unity of interest between Defendant Fernando Ojeda Rivera on the one hand, and Defendant 608 Poultry, Inc. on the other hand, that the separate entity of Defendant 608 Poultry, Inc. should be disregarded, and Defendant 608 Poultry, Inc. and Defendant Fernando Ojeda Rivera should be treated merely as the alter-egos of each other. Adherence to the fiction of separate existence of Defendant 608 Poultry, Inc. as an entity distinct from Defendant Fernando Ojeda Rivera would permit an abuse of the corporation provisions, would sanction fraud and injustice in that Defendant Fernando Ojeda Rivera could evade personal liability for his wrongdoing alleged in this Complaint, and could and would continue in the entity name to perpetuate the fraudulent plan, scheme and devise alleged in this Complaint. Plaintiffs are further informed and believe that Defendant Fernando Ojeda Rivera and Defendant 608 Poultry, Inc. failed to adhere Defendant 608 Poultry, Inc.'s separate identities, among other ways, as follows:

- (a) Defendant 608 Poultry, Inc. failed to comply with corporate formalities;
- (b) Defendant 608 Poultry, Inc.'s funds were withdrawn for personal use without treating such withdrawals as salaries or dividends;
- (c) Defendant Fernando Ojeda Rivera commingled his funds with those of Defendant 608 Poultry, Inc. and vice versa;
- (d) Defendant Fernando Ojeda Rivera guarantied the debts of Defendant 608 Poultry, Inc. and vice versa;
- (e) Defendant Fernando Ojeda Rivera at all times herein mentioned, completely controlled, dominated, managed and operated Defendant 608 Poultry, Inc.;
- (f) Defendant 608 Poultry, Inc. was created, and is being continued, pursuant to a fraudulent plan, and devised, conceived and operated by Defendant Fernando Ojeda Rivera to defraud Plaintiffs and the public in general; and

///

(g) Defendant 608 Poultry, Inc. is a mere shell, instrumentally and conduit, without adequate capital, through which Defendant Fernando Ojeda Rivera carries on the business in the company name.

FACTUAL BACKGROUND

26. Plaintiffs, other similarly situated employees, and Aggrieved Employees in California have not been paid wages for all hours worked, including overtime wages. For instance, Plaintiffs, other similarly situated employees, and Aggrieved Employees were required to perform work duties, including but not limited to preparing their workstations and sharpening their knife sets, donning hair nets, aprons, protective cutting gloves and were not paid for this time worked. Furthermore, Plaintiffs, other similarly situated employees, and Aggrieved Employees were required to work beyond their scheduled hours and were not compensated for this time.

27. Plaintiffs, other similarly situated employees, and Aggrieved Employees in California have not been paid all of their earned overtime wages as a result of Defendants' failure to include all forms of remuneration, including but not limited to piecework earnings, when determining the regular rate of pay for purposes of overtime pay.

28. Plaintiffs, other similarly situated employees, and Aggrieved Employees in California have not been provided with a thirty (30) minute uninterrupted meal period for days on which the employees worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a work day, and on multiple occasions were not provided compensation for such unprovided meal periods. For instance, Plaintiffs, other similarly situated employees, and Aggrieved Employees in California would be deprived and discouraged from taking meal periods on account of workplace interruptions and/or by supervisors that would cause employees to miss a meal period, take a late meal period or a short meal period.

29. Plaintiffs, other similarly situated employees, and Aggrieved Employees in California have not been provided with rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and on multiple occasions were not provided

1 compensation for such missed rest periods as required by California wage and hour laws. For
2 instance, Plaintiffs, other similarly situated employees, and Aggrieved Employees in California
3 would be deprived and discouraged from taking rest periods on account of workplace
4 interruptions and/or by supervisors.

5 30. Plaintiffs, other similarly situated employees, and Aggrieved Employees or former
6 employees at all times pertinent hereto were not exempt from the overtime, meal and rest break
7 provisions of California law, and the implementing rules and regulations of the IWC California
8 Wage Orders.

9 31. Plaintiffs, other similarly situated employees, and Aggrieved Employees in
10 California have not been provided with itemized wage statements showing, including but not
11 limited to, the address of the entity that is the employer, Plaintiffs' total hours worked during the
12 pay period and pay due and owing for failure on multiple occasions to pay all earned wages and
13 failure on multiple occasions to provide compliant meal and rest breaks and thereby Defendants
14 have failed to comply with Labor Code §226(a).

15 32. At the time Plaintiffs' employment and the employment of other former
16 employees of Defendants ended, Defendants willfully failed to pay all earned wages, including
17 overtime wages, and premium wages in lieu of each non-compliant meal and rest period as
18 described herein, thereby Defendants have failed to comply with Labor Code §§ 201, 202 and
19 203.

20 33. Plaintiffs, other similarly situated employees, and Aggrieved Employees in
21 California have not been reimbursed for business related expenditures, including but not limited
22 to the cost of purchasing knife sets, protective cutting gloves, hairnets, rubber boots, etc. and
23 thereby Defendants have failed to comply with Labor Code §2802.

24 **CLASS ACTION ALLEGATIONS**

25 34. Plaintiffs bring this action on behalf of themselves, and all others similarly
26 situated, as a class action pursuant to California Code of Civil Procedure §382. Plaintiffs seek to
27 represent seven Classes composed of and defined as follows:

28 ///

Non-Exempt Employee Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Non-Exempt Employee Class").

Meal Period Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class, who worked shifts of 5 hours or more (collectively referred to as "Meal Period Class").

Rest Period Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class, who worked shifts of 4 hours or more (collectively referred to as "Rest Period Class").

Late Pay Class

All former employees of Defendants within the State of California at any time commencing three (3) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class, who did not receive all their wages upon termination and or resignation of their employment (collectively referred to as "Late Pay Class").

Wage Statement Class

All current and former employees of Defendants within the State of California, to whom, at any time commencing one (1) year preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class, were provided with wage statements (collectively referred to as "Wage Statement Class").

Reimbursement Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the class action is provided to the class, who were required to incur business related expenses, such as the cost of purchasing knife sets, protective cutting gloves, hairnets, rubber boots, etc. (collectively referred to as "Reimbursement Class").

Records Request Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiffs' complaint. Plaintiffs sent written requests through their counsel to Defendants for their personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants

failed to timely produce the requested employment records, in violation of Labor Code

sections 226 and 1198.5. (collectively referred to as “Records Request Class”).

35. Plaintiffs reserve the right under California Rules of Court Rule 3.765(b), to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

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

A. Numerosity

37. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that there are at least 100 Class Members employed by Defendants within the State of California.

38. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiffs allege Defendants’ employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

39. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- (1) Did Defendants violate Labor Code §1194 by not compensating Class Members overtime wages?
- (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class Members minimum wages for all hours worked?
- (3) Did Defendants violate Labor Code §226.7 by not providing Class Members additional wages for non-compliant meal periods?
- (4) Did Defendants violate Labor Code §226.7 by not providing Class Members additional wages for non-compliant rest periods?

- (5) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- (6) Are Defendants liable to Class Members for penalty wages under Labor Code § 203?
- (7) Did Defendants violate Labor Code § 226(a) by not furnishing Class Members with accurate wage statements?
- (8) Did Defendants violate Labor Code § 2802 by not reimbursing Class Members for business related expenses?
- (9) Did Defendants violate the Unfair Competition Law, Business and Professions Code §17200, et seq., by its unlawful practices as alleged herein?
- (10) Are Class Members entitled to restitution of penalty wages under Business and Professions Code § 17203?
- (11) Are Class Members entitled to attorneys' fees?
- (12) Are Class Members entitled to interest?

C. Typicality

40. The claims of Plaintiffs herein alleged are typical of those claims which could be alleged by any member of the classes, and the relief sought is typical of the relief which would be sought by each of the members of the classes in separate actions. Plaintiffs and all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

41. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Classes. Counsel who represents Plaintiffs are competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

42. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and

1 questions of law and fact common to the Class predominate over any questions affecting only
2 individual members of the Class. Each member of the Class has been damaged and is entitled to
3 recovery by reason of Defendants' illegal pattern and practice of failing to pay overtime wages,
4 failing to pay minimum and prevailing wages, failing to provide meal and rest breaks or
5 compensation in lieu thereof, failing to provide accurate itemized wage statements, failing to pay
6 all wages due upon termination and/or resignation and failing to reimburse for business related
7 expenses, as described herein.

8 43. Class action treatment will allow those similarly situated persons to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
11 this action that would preclude its maintenance as a class action.

12 FIRST CAUSE OF ACTION

13 FAILURE TO PAY OVERTIME WAGES

14 (By Plaintiffs and the Class Against All Defendants)

15 44. Plaintiffs reallege and incorporate by reference all of the allegations contained in
16 the preceding paragraphs of this Complaint as though fully set forth herein.

17 45. At all times relevant to this complaint, California Labor Code §510 was in effect
18 and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight
19 hours in one workday and any work in excess of forty hours in any one workweek . . . shall be
20 compensated at the rate of no less than one and one-half times the regular rate of pay for an
21 employee."

22 46. At all times herein mentioned, Plaintiffs, Aggrieved Employees, and the Non-
23 Exempt Employee Class worked for Defendants during shifts that consisted of more than eight
24 hours in a work day and/or more than forty hours in a work week and on multiple occasions these
25 employees have not been paid overtime wages as a result of performing work duties off the clock
26 before and after their scheduled work shifts without being compensated for this time.

27 47. At all times herein mentioned, Plaintiffs, Aggrieved Employees, and the Non-
28 Exempt Class were not paid all of their earned overtime wages as a result of Defendants' failure

1 to include all forms of remuneration, including but not limited to piece work earnings, when
2 determining the regular rate for purpose of overtime pay.

3 48. Accordingly, by requiring, Plaintiffs, Aggrieved Employees, and the Non-Exempt
4 Employee Class to work in excess of eight hours per day and/or forty hours per week and without
5 properly compensating overtime wages, as described herein, Defendants willfully violated the
6 provisions of Labor Code §§ 558.1 and 1194.

7 49. As a result of the unlawful acts of Defendants, Plaintiffs, Aggrieved Employees,
8 and the Non-Exempt Employee Class have been deprived of overtime wages in an amounts to be
9 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
10 thereon, attorneys' fees, and costs, pursuant to Labor Code §§ 558.1, 1194, and 1199; Code of
11 Civil Procedure §1021.5; and Civil Code §3287.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(By Plaintiffs and the Class Against All Defendants)**

15 50. Plaintiffs reallege and incorporate by reference all of the allegations contained in
16 the preceding paragraphs of this Complaint as though fully set forth herein.

17 51. At all relevant times, Plaintiffs, Aggrieved Employees, and the Non-Exempt
18 Employee Class were employees of Defendants covered by Labor Code §1197 and applicable
19 Wage Orders.

20 52. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiffs, Aggrieved
21 Employees, and the members of the Non-Exempt Employee Class were entitled to receive
22 minimum wages for all hours worked.

23 53. At all times herein mentioned, to the extent that Plaintiffs, Aggrieved Employees,
24 and the Non-Exempt Employee Class worked for Defendants during shifts that were less than
25 eight hours in a work day and/or less than forty hours in a work week, on multiple occasions
26 these employees have not been paid minimum wage for all time actually worked as a result of
27 performing work duties off the clock before and after their scheduled work shifts without being
28 compensated for this time. Defendants failure to pay Plaintiffs, Aggrieved Employees, and

1 members of the Non-Exempt Employee Class minimum wages for all hours worked, as described
2 herein, is in violation of Labor Code §1197 and applicable Wage Orders. As a result of
3 Defendants' pattern and practice, Plaintiffs, Aggrieved Employees, and members of the Non-
4 Exempt Employee Class have suffered damages in an amount, subject to proof, to the extent they
5 were not paid minimum wages for all hours worked.

6 54. Pursuant to Labor Code §§ 558.1, 1194, and 1194.2, Plaintiffs, Aggrieved
7 Employees, and members of the Non-Exempt Employee Class are entitled to recover the full
8 amount of unpaid minimum wages, prejudgment interest, liquidated damages, reasonable
9 attorneys' fees, and costs of suit.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **(By Plaintiffs and the Class Against All Defendants)**

13 55. Plaintiffs reallege and incorporate by reference all of the allegations contained in
14 the preceding paragraphs of this Complaint as though fully set forth herein.

15 56. Pursuant to Labor Code §512, no employer shall employ an employee for a work
16 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in
17 which the employee is relieved of all of his or her duties. Furthermore no employer shall employ
18 an employee for a work period of more than ten (10) hours per day without providing the
19 employee with a second meal period of not less than thirty (30) minutes in which the employee is
20 relieved of all of his or her duties. Plaintiffs, Aggrieved Employees, and other members of the
21 Meal Period Class were on multiple occasions not provided with requisite meal periods as
22 contemplated under the law.

23 57. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
24 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
25 Commission, the employer shall pay the employee one additional hour of pay at the employee's
26 regular rate of compensation for each work day that the meal period or rest period is not
27 provided.

28 ///

58. By their failure to provide Plaintiffs, Aggrieved Employees, and members of the Meal Period Class with the meal periods contemplated by California law, and failing to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code §§ 512 and 558.1, and applicable Wage Orders.

59. As a result of Defendants' unlawful conduct Plaintiffs, Aggrieved Employees, and the other members of the Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed meal periods.

60. Plaintiffs, Aggrieved Employees, and the other members of the Meal Period Class are entitled to recover the full amount of their unpaid additional pay for missed meal periods. Pursuant to Code of Civil Procedure §1021.5, Plaintiffs, Aggrieved Employees, and the other members of the Meal Period Class are entitled to recover reasonable attorneys' fees and costs of suit.

61. Pursuant to Civil Code §§ 558.1 and 3287(a), Plaintiffs, Aggrieved Employees, and other members of the Meal Period Class are entitled to recover prejudgment interest on the additional pay owed for missed meal periods.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(By Plaintiffs and the Class Against All Defendants)

62. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

63. California law and applicable Wage Orders require that employers "authorize and permit" employees to take paid 10 minute rest periods in about the middle of each 4-hour work period "or major fraction thereof." Accordingly, employees who work shifts of 3 ½ to 6 hours must be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and up to 10 hours must be provided with 20 minutes of paid rest period, and employees who work shifts of more than 10 hours must be provided 30 minutes of paid rest period. Plaintiffs, Aggrieved Employees, and other members of the Rest Period Class on multiple occasions were not provided with requisite rest periods as contemplated under the law.

64. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period or rest period is not provided.

65. By their failure to provide Plaintiffs, Aggrieved Employees, and other members of the Rest Period Class with the rest periods contemplated by California law, and failing to provide compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code §§ 226.7 and 558.1, and applicable Wage Orders.

66. As a result of Defendants' unlawful conduct Plaintiffs, Aggrieved Employees, and the other members of the Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed rest periods.

67. Plaintiffs, Aggrieved Employees, and the other members of the Rest Period Class are entitled to recover the full amount of their unpaid additional pay for missed rest periods. Pursuant to Code of Civil Procedure §1021.5, Plaintiffs, Aggrieved Employees, and the other members of the Rest Period Class are entitled to recover reasonable attorneys' fees and costs of suit.

68. Pursuant to Civil Code §§ 558.1 and 3287(a), Plaintiffs, Aggrieved Employees, and other members of the Rest Period Class are entitled to recover prejudgment interest on the additional pay owed for missed rest periods.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(By Plaintiffs and the Class Against All Defendants)

69. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

70. At all relevant times, Plaintiffs, Aggrieved Employees, and other members of the Late Pay Class were employees of Defendants covered by Labor Code §§ 201 and 202.

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1 71. Pursuant to Labor Code §§ 201 or 202, Plaintiffs, Aggrieved Employees, and other
2 members of the Late Pay Class were entitled upon termination to timely payment of all wages
3 earned and unpaid prior to termination. Discharged employers were entitled to payment of all
4 wages earned and unpaid prior to discharge immediately upon termination. Employees who
5 resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72
6 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were
7 entitled to payment of all wages earned and unpaid at the time of resignation.

8 72. Defendants failed to pay Plaintiffs, Aggrieved Employees, and other members of
9 the Late Pay Class all wages earned and unpaid prior to termination in accordance with Labor
10 Code §§ 201 or 202. Plaintiffs, Aggrieved Employees, and other members of the Late Pay Class
11 are informed and believe and thereon allege that within the applicable limitations period,
12 Defendants had a pattern and practice of not paying upon termination, the wages owed to them as
13 a consequence of failing to pay employees for all hours worked, including overtime, and failing
14 to provide meal and rest periods, as described herein.

15 73. Defendants' failure to pay Plaintiffs, Aggrieved Employees, and members of the
16 Late Pay Class all wages earned prior to termination in accordance with Labor Code §§ 201 and
17 202 was wilful. Defendants had the ability to pay all wages earned by Plaintiffs and other
18 members of the Late Pay Class at the time of termination in accordance with Labor Code §§ 201
19 and 202, but intentionally adopted policies or practices incompatible with the requirements of
20 Labor Code §§ 201 and 202.

21 74. Pursuant to Labor Code §§ 201 and 202, Plaintiffs, Aggrieved Employees, and
22 other members of the Late Pay Class are entitled to all wages earned prior to termination that
23 Defendants failed to pay them.

24 75. Pursuant to Labor Code § 203, Plaintiffs, Aggrieved Employees, and other
25 members of the Late Pay Class are entitled to penalty wages from the date their earned and
26 unpaid wages were due, upon termination, until paid, up to a maximum of 30 days.

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76. As a result of Defendants' unlawful conduct Plaintiffs, Aggrieved Employees, and other members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination.

77. As a result of Defendants' unlawful conduct Plaintiffs, Aggrieved Employees, and the other members of the Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not paid all penalty wages owed under Labor Code § 203.

78. Pursuant to Labor Code §§ 218, 218.5, and 558.1, Plaintiffs, Aggrieved Employees, and the other members of the Late Pay Class are entitled to recover the full amount of their unpaid wages, penalty wages under Labor Code § 203, reasonable attorneys' fees, and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiffs, Aggrieved Employees, and the other members of the Late Pay Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiffs and the Class Against All Defendants)

79. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

80. At all relevant times, Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class were employees of Defendants covered by Labor Code § 226.

81. Pursuant to Labor Code § 226(a), Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing the address of the entity that is the employer, gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

82. Defendants failed to provide Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

83. Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class are informed and believe and thereon allege that at all relevant times, Defendants maintained and continue to maintain a policy and practice of issuing wage statements that do not show, including but not limited to, the address of the entity that is the employer, wages for all hours worked paid at the appropriate rates of pay, pay due and owing for meal and rest break violations, as described herein. Defendants' practices resulted and continue to result in, the issuance of Wage Statements to Plaintiffs, Aggrieved Employees, and other members of the Class that do not comply with the itemization requirements.

84. Defendants' failure to provide Plaintiffs, Aggrieved Employees, and other members of the Wage Statement Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to provide Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class with accurate Wage Statements, but intentionally provided wage statements that Defendants knew were not accurate.

85. As a result of Defendants' unlawful conduct, Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class have suffered injury. The absence of accurate information on their wage statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery and mathematical computations to determine the amount of wages owed, causes difficulty and expense in attempting to reconstruct time and pay records, and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies.

86. Pursuant to Labor Code § 226(e), Plaintiffs, Aggrieved Employees, and other members of the Wage Statement Class are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

87. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiffs, Aggrieved Employees, and the other members of the Wage Statement Class were entitled to recover the full amount of penalties due under Labor Code § 226(e) reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS RELATED EXPENSES

(By Plaintiffs and Class Members Against All Defendants)

88. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

89. At all relevant times, Plaintiffs, Aggrieved Employees, and other members of the Reimbursement Class were employees of Defendants covered by Labor Code § 2802.

90. Pursuant to Labor Code § 2802, Plaintiffs, Aggrieved Employees, and other members of Reimbursement Class were entitled to indemnification for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

91. Defendants failed to indemnify Plaintiffs, Aggrieved Employees, and other members of the Reimbursement Class for all business expenses, including but not limited to the cost of purchasing knife sets, protective cutting gloves, hairnets, aprons, rubber boots, etc., in accordance with Labor Code §§ 558.1 and 2802.

92. As a result of Defendant's conduct, Plaintiffs, Aggrieved Employees, and other members Reimbursement Class have suffered damages in an amount, subject to proof, to the extent they were not reimbursed for business related expenses.

93. Pursuant to Labor Code §§ 558.1 and 2802, Plaintiffs, Aggrieved Employees, and other members of the Reimbursement Class are entitled to recover reimbursement for business related expenditures and reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS

(Against All Defendants for Failure to Produce Requested Employment Records)

94. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

95. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or

1 receive a copy of records pertaining to a current or former employee must comply with the request
2 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

3 96. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
4 or his or her representative, has the right to inspect and receive a copy of the personnel records that
5 the employer maintains relating to the employee's performance or to any grievance concerning the
6 employee. Under this statute, upon written request from a current or former employee or his or her
7 representative, an employer must make the contents of those personnel records available for
8 inspection or provide a copy of the personnel records to the current or former employee, or his or
9 her representative, not later than thirty (30) calendar days from the date the employer receives the
10 written request, subject to some limited exceptions. Failure to comply with these requests allows
11 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
12 226(f).

13 97. As set forth above, Plaintiffs, the Class, and the Aggrieved Employees are current
14 and former employees of Defendants.

15 98. Plaintiffs sent a written request through their counsel to Defendants for their payroll
16 records, timecards, and personnel records.

17 99. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
18 produce the required records requested by Plaintiffs.

19 100. On information and belief, Defendants' failure to provide Plaintiffs with their
20 requested employment records is not an isolated incident but was instead consistent with
21 Defendants' practice that applied to Plaintiffs, the Class, and the Aggrieved Employees, or some
22 of them.

23 101. Pursuant to California Labor Code § 1198.5, Plaintiffs, the Class, and the Aggrieved
24 Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants,
25 injunctive relief in the form of compliance with section 1198.5, and attorneys' fees and costs.

26 102. Pursuant to California Labor Code § 226, Plaintiffs, the Class, and the Aggrieved
27 Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants,
28 injunctive relief in the form of compliance with section 226, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiffs and Class Members Against All Defendants)

103. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

104. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business & Professions Code § 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the state of California that comply with their obligations to compensate employees in accordance with the Labor Code.

105. As a result of Defendants' unfair competition as alleged herein, Plaintiffs, Aggrieved Employees, and similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiffs, Aggrieved Employees, and similarly situated Class Members have been deprived of wages for all hours worked, including overtime, required meal and rest breaks or compensation in lieu thereof, and reimbursement of business related expenditures, as described herein.

106. Pursuant to Business & Professions Code § 17203, Plaintiffs, Aggrieved Employees, and similarly situated Class Members are entitled to restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest which Defendants failed to pay them but withheld and retained for themselves. Restitution of the money owed to Plaintiffs, Aggrieved Employees, and similarly situated Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

107. Plaintiffs, Aggrieved Employees, and similarly situated Class Members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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TENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004

(By Plaintiffs and Aggrieved Employees Against All Defendants)

108. Plaintiffs reallege and incorporate by reference all of the allegation contained in the preceding paragraphs of the Complaint as though fully stated herein.

109. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

110. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

111. Plaintiffs gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiffs also paid the filing fee. Plaintiffs Jose Horacio Cordova and Luis Cordova a.k.a. Jesus Campos’s PAGA case number is LWDA-CM-981397-23 (Jose Horacio Cordova and Luis Cordova a.k.a. Jesus Campos v. Farmers Process, Inc.). Plaintiff Jorge Valenzuela Palomar’s PAGA case number is LWDA-CM-997051-23 (Jorge Valenzuela Palomar v. Farmers Process, Inc.). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notices. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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112. During the period beginning one year period preceding the filing of Plaintiffs’ written notice to the LWDA (the “Civil Penalty Period”), Defendants violated, including but not limited, to Labor Code §§200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 2802.

113. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current and former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code §2699.3.

114. Pursuant to Labor Code §2699(a) and (f), Plaintiffs and the aggrieved employees are entitled to recover civil penalties for Defendants’ violations of the specified Labor Code sections during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation.

115. In addition to the civil penalties recoverable under Labor Code §2699(a) and (f), to the extent permitted by law, Defendants’ failure to provide Plaintiffs and aggrieved employees with accurate itemized wage statements, as described herein, entitles Plaintiffs to seek separate civil penalties for Defendants’ violation of Labor Code §226 (a) and 226 (e). For violations of Labor Code §226 (a), Plaintiffs seek civil penalties provided by Labor Code §226.3. Pursuant to Labor Code § 226.3, “[a]ny employer who violates subdivision (a) of section 226 shall be subject to a civil penalty in the amount of two hundred dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of section 226.” Accordingly, Plaintiffs and aggrieved employees are entitled to recover civil penalties for violations of Labor Code § 226.3 and seeks default civil penalties for each of Defendants’ numerous violations of Labor Code §226 (e).

116. In addition, pursuant to Labor Code §1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an

applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

a. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each unpaid employee for each pay period of which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

b. For each subsequent violation for the same specific offence, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

c. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

117. Plaintiffs are informed and believe, and based thereon allege, that Defendants’ caused Plaintiffs and aggrieved employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiffs and other aggrieved employees’ wages for all hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; and engaging, suffering, or permitting employees to work off the clock. As a direct and proximate result of Defendants’ conduct, Plaintiffs and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to Labor Code §1197.1.

118. In addition to the civil penalties recoverable under Labor Code §2699(a) and (f), to the extent permitted by law, Defendants’ failure to pay Plaintiffs and other aggrieved employees timely wages for all hours worked, entitles Plaintiffs to seek separate civil penalties for Defendants’ violation of Labor Code §§ 204 and 210. Specifically, Defendants failed to pay

all wages owed within seven days of the close of the payroll period in accordance with Labor Code §204(d). Labor Code §210 (a) provides that “in addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) for any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for each subsequent violation, or any wilful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” Accordingly, Plaintiffs and aggrieved employees are entitled to recover civil penalties for violations of Labor Code §§ 204 and 210.

119. Lastly, pursuant to Labor Code § 558 any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. As indicated herein, Plaintiffs and aggrieved employees were underpaid wages as a result of the asserted Labor Code violations and therefore are entitled to recover civil penalties under Labor Code §558.

120. Pursuant to Labor Code § 558.1, “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

121. Pursuant to Labor Code §2699(g), Plaintiffs and the aggrieved employees are entitled to an award of reasonable attorneys’ fees and costs in connection with their claims for civil penalties.

PRAYER

WHEREFORE, on behalf of themselves, all others similarly situated and the Aggrieved Employees, Plaintiffs pray for judgment against Defendants as follows:

A. An order certifying that Plaintiffs may pursue their claims against Defendants as a class action on behalf of the Class Members;

B. An order appointing Plaintiffs as Class representatives and appointing Plaintiffs' counsel as class counsel;

C. Penalties for inaccurate wage statements under Labor Code §226(e);

D. Damages for unpaid wages under Labor Code §§201 or 202;

E. Damages for unpaid penalty wages under Labor Code §§ 203 and 558.1;

F. Damages for unpaid wages for missed meal periods under Labor Code §§ 226.7 and 558.1;

G. Damages for unpaid wages for missed rest periods under Labor Code §§ 226.7 and 558.1;

H. Damages for minimum wages;

I. Damages for premium wages;

J. Liquidated damages for unpaid minimum wages;

K. Damages for unpaid overtime wages under Labor Code §1194;

L. Civil Penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1197.1, 2699(a)-(f);

M. Restitution under Business and Professions Code §17203;

N. Pre-judgment interest;

O. Costs;

P. Reasonable attorneys' fees;

Q. Reimbursement under Labor Code §§ 558.1 and 2802;

R. Such other and further relief as the Court deems just and proper.

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Respectfully submitted,

1 Dated: May 14, 2025

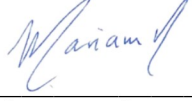
THE NOURMAND LAW FIRM, APC

3 By: /s/ Michael Nourmand
4 Michael Nourmand
5 James A. De Sario
6 Attorneys For Plaintiffs Jose Horacio Cordoba
7 And Luis Cordoba

8 Respectfully submitted,

WILSHIRE LAW FIRM

9 Dated: May 14, 2025

10 By: 
11 John G. Yslas
12 Diego Aviles
13 Harry Erganyan
14 Mariam Nazaretyan
15 Attorneys for Plaintiff Jorge Valenzuela Palomar

DEMAND FOR JURY TRIAL

16 Plaintiff demands a trial by jury as to all causes of action triable by jury.

17 Dated: May 14, 2025

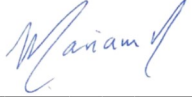
THE NOURMAND LAW FIRM, APC

18 /s/ Michael Nourmand
19 By: _____
20 Michael Nourmand
21 James A. De Sario
22 Attorneys For Plaintiffs Jose Horacio Cordoba
23 And Luis Cordoba

24 Respectfully submitted,

WILSHIRE LAW FIRM

25 Dated: May 14, 2025

26 By: 
27 John G. Yslas
28 Diego Aviles
Harry Erganyan
Mariam Nazaretyan
Attorneys for Plaintiff Jorge Valenzuela Palomar