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Attorneys for Plaintiff MARIA M. RUIZ,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARIA M. RUIZ, on behalf of herself and
current and former aggrieved employees,

Plaintiff,

vs.

CITISTAFF SOLUTIONS INC.; VEG-FRESH
FARMS, INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **CVRI 2400614**

PAGA ACTION

**PLAINTIFF MARIA M. RUIZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARIA M. RUIZ ("Plaintiff"), who alleges and complains
against Defendants CITISTAFF SOLUTIONS INC.; VEG-FRESH FARMS, INC.; and DOES 1
to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

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

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

7 **II. JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
9 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
10 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
11 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
12 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
13 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
14 aggrieved California-based hourly non-exempt employees occurred in locations throughout
15 California, including but not limited to Riverside County at 716 W 6th St. #2, Corona, CA 92882.

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

20 **III. PARTIES**

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

1 approximately November 16, 2015, until on or about September 9, 2022.

2 5. Plaintiff is informed and believes and thereon alleges that Defendant CITISTAFF
3 SOLUTIONS, INC. is authorized to do business within the State of California and is doing
4 business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant
5 hereto were persons acting on behalf of Defendant CITISTAFF SOLUTIONS, INC. in the
6 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
7 Defendant CITISTAFF SOLUTIONS, INC. operates in Riverside County and employed Plaintiff
8 and aggrieved employees in Riverside County, including but not limited to, at 716 W 6th St. #2,
9 Corona, CA 92882.

10 6. Plaintiff is informed and believes and thereon alleges that Defendant VEG-FRESH
11 FARMS, INC. is authorized to do business within the State of California and is doing business in
12 the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto
13 were persons acting on behalf of Defendant VEG-FRESH FARMS, INC. in the establishment of,
14 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant VEG-
15 FRESH FARMS, INC. operates in Riverside County and employed Plaintiff and aggrieved
16 employees in Riverside County, including but not limited to, at 716 W 6th St. #2, Corona, CA
17 92882.

18 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
19 through 50 are corporations, or are other business entities or organizations of a nature unknown to
20 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
21 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
22 working conditions of employment of Plaintiff and aggrieved employees.

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

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

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

FIRST CAUSE OF ACTION

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

(Against all Defendants by Plaintiff)

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

12. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

13. Specifically, Defendants have committed the following violations of California Labor Code:

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

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

1 16. In this case, Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
3 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
5 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
6 not limited to:

7 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to participate in a policy of off-the-clock hand washing prior to clocking in
9 for the start of the shift; and

10 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
11 non-exempt employees to participate in a policy of off-the-clock hand washing during meal breaks
12 prior to clocking back in from meal breaks.

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

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

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of

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

Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to participate in a policy of off-the-clock hand washing prior to clocking in for the start of the shift; and

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to participate in a policy of off-the-clock hand washing during meal breaks prior to clocking back in from meal breaks.

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the

1 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 13 at §11; *Brinker*
2 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
3 employee for a work period of more than ten (10) hours per day without providing the employee
4 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
5 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
6 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
7 period is only permitted when: (1) the nature of the work prevents an employee from being
8 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

9 24. If an employer fails to provide an employee a meal period in accordance with the
10 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
11 for each workday that a legally required and compliant meal period was not provided. Labor Code
12 section 226.7; Wage Order 13 at §11.

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

17 (a) Requiring Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt employees to wash their hands while off the clock during their meal periods,
19 resulting in meal periods that were not duty-free and/or less than thirty (30) minutes; and

20 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
21 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of
22 no less than thirty (30) minutes for each five-hour period of work as required by law.

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

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

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

9 29. California law requires every employer to authorize and permit an employee a rest
10 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
11 Code section 226.7; Wage Order 13 at §12. Under California law, “[e]mployees are entitled to 10
12 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
13 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
14 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
15 section 226.7; Wage Order 13 at §12. Rest periods, insofar as practicable, shall be in the middle of
16 each work period. Wage Order 13 at §12. Additionally, the rest period requirement “obligates
17 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
18 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
19 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

20 30. If the employer fails to authorize or permit a required rest period, the employer
21 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
22 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
23 Wage Order 13 at § 12.

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

28 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net
2 ten (10) minutes for shifts exceeding ten (10) hours.

3 32. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
4 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
6 workday they did not receive legally required and compliant rest periods, in violation of Labor
7 Code section 226.7.

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

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

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

28 36. **Failure to pay employees all wages due at time of termination/resignation:** An

1 employer is required to pay all unpaid wages timely after an employee's employment ends. The
2 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
3 hours of resignation (Labor Code section 202).

4 37. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
5 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
6 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
7 and/or rest period premium wages), Defendants failed to pay those employees timely after each
8 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

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

13 39. Plaintiff has complied with the procedures for bringing suit specified in Labor
14 Code section 2699.3. On November 29, 2023, Plaintiff filed a PAGA Claim Notice with the
15 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
16 provisions of the Labor Code alleged to have been violated, including the facts and theories to
17 support the violations alleged.

18 40. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
19 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
20 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
21 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
22 to investigate Plaintiff's claims.

23 41. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
24 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226.7, 510, 512,
25 1194, and 1197, During Plaintiff's employment and continuing through the present, preceding
26 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
27 amounts:

28 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;

one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

c. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

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

PRAYER FOR RELIEF

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

1 Dated: February 5, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By: Colby A. Meagle-Dum

4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
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9 MARIA M. RUIZ,
10 on behalf of herself and current and former
11 aggrieved employees
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