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SAN LUIS OBISPO SUPERIOR COURT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

SERGIO GARCIA GOMEZ, an individual,
on behalf of himself, others similarly situated,

PLAINTIFF,

v.

ADALBERTO RAZO PEREZ FLC, LLC, a
California Limited Liability Company, and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 23CVP-0396

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Overtime Wages In Violation of Labor Code § 510
2. Penalties Pursuant to Labor Code § 226(e)
3. Waiting Time Penalties Pursuant to Labor Code § 203
4. Unfair Competition in Violation of Business & Professions Code § 17200
5. Violations of Labor Code § 226(f) and (h)
6. Violations of Labor Code § 1198.5(k)
7. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 246, 256, 510, 558, 1197, 1197.1, 1198, and IWC Wage Order Nos. 13-2001 and 14-2001

1 Plaintiff SERGIO GARCIA GOMEZ, an individual, on behalf of himself and others
2 similarly situated, and as a private attorney general on behalf of the State of California complains
3 of Defendant ADALBERTO RAZO PEREZ FLC, LLC (“ARP”) and the Doe Defendants
4 (collectively “Defendants”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
8 Plaintiff and the following classes and subclasses:

- 9 (1) all individuals who were employed by ADALBERTO RAZO PEREZ FLC,
10 LLC or its predecessor, merged or related entities in California as a non-exempt
11 employee (whether paid hourly, piece rate only, and/or piece rate/hourly) or
12 other similar position at any point from May 22, 2019 and continuing into the
present (Non-Exempt Class);¹
- 13 (2) all individuals who were employed by ADALBERTO RAZO PEREZ FLC,
14 LLC or its predecessor, merged or related entities in California as a non-exempt,
15 hourly employee at any point from May 22, 2019 and continuing into the
16 present (the “Non-Exempt Hourly Subclass”);
- 17 (3) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
18 its predecessor, merged or related entities in California as a non-exempt employee or
19 other similar position and who worked a shift of 9.5 hours in any one workday and/or
20 more than 55 hours in a workweek during a pay period from May 22, 2019 to
December 31, 2019. (“2019 General Overtime Subclass”);
- 21 (4) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
22 its predecessor, merged or related entities for one or more pay periods in California as
23 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
24 rate/hourly) and who worked a shift of more than 9.5 hours in a day and/or 55 hours
25 in a week during a period where they also received an incentive payment, piece rate
26 compensation, non-discretionary bonus, production bonus, efficiency bonus, or
attendance bonus from May 22, 2019 to December 31, 2019; (“2019 Incentive Pay
Overtime Subclass”);

27 ¹ Judicial Council Emergency Rule No. 9 tolled the statute of limitations applicable to this action for 5 months and
28 25 days or from April 6, 2020 to October 1, 2020. “Notwithstanding any other law, the statutes of limitations and
repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”

- 1 (5) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
2 its predecessor, merged or related entities in California as a non-exempt employee or
3 other similar position and who worked a shift of 9 hours in any one workday and/or
4 more than 50 hours in a workweek during a pay period from January 1, 2020 to
5 December 31, 2020. (“2020 General Overtime Subclass”);
- 6 (6) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
7 its predecessor, merged or related entities for one or more pay periods in California as
8 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
9 rate/hourly) and who worked a shift of more than 9 hours in a day and/or 50 hours in
10 a week during a period where they also received an incentive payment, piece rate
11 compensation, non-discretionary bonus, production bonus, efficiency bonus, or
12 attendance bonus from January 1, 2020 to December 31, 2020; (“2020 Incentive Pay
13 Overtime Subclass”);
- 14 (7) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
15 its predecessor, merged or related entities in California as a non-exempt employee or
16 other similar position and who worked a shift of 8.5 hours in any one workday and/or
17 more than 45 hours in a workweek during a pay period from January 1, 2021 to
18 December 31, 2021. (“2021 General Overtime Subclass”);
- 19 (8) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
20 its predecessor, merged or related entities for one or more pay periods in California as
21 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
22 rate/hourly) and who worked a shift of more than 8.5 hours in a day and/or 45 hours
23 in a week during a period where they also received an incentive payment, piece rate
24 compensation, non-discretionary bonus, production bonus, efficiency bonus, or
25 attendance bonus from January 1, 2021 to December 31, 2021; (“2021 Incentive Pay
26 Overtime Subclass”);
- 27 (9) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
28 its predecessor, merged or related entities in California as a non-exempt employee or
other similar position and who worked a shift of eight (8) hours in any one workday
and/or more than forty (40) hours in a workweek during a pay period from January 1,
2022 and continuing into the present. (“General Overtime Subclass”);
- (10) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
its predecessor, merged or related entities for one or more pay periods in California as
a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
rate/hourly) and who worked a shift of more than eight (8) hours in a day and/or forty
(40) hours in a week during a period where they also received an incentive payment,
piece rate compensation, non-discretionary bonus, production bonus, efficiency

bonus, or attendance bonus from January 1, 2022 and continuing into the present; (“Incentive Pay Overtime Subclass”);

Collectively, subclasses three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), and ten (10) may be referred to as the “Overtime Subclasses.”

(11) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, employee (whether paid hourly, piece rate only, and/or piece rate/hourly) from November 16, 2022 and continuing into the present; (Wage Statement Subclass)

(12) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, hourly employee and whose employment concluded at any time between May 22, 2020 and continuing into the present. (“Former Employee Class”);²

These Classes and Subclasses may all collectively be referred to herein as the “Class” where appropriate and for ease of reference.

2. This is also a representative action brought pursuant to Labor Code § 2698, *et seq.*, on behalf of the State of California and several groups of aggrieved employees defined as follows:

(1) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt employee (whether paid hourly, piece rate only, and/or piece rate/hourly) or other similar position at any point from November 16, 2022 and continuing into the present. (“Non-Exempt Aggrieved Employees”);

(2) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt, hourly employee at any point from November 16, 2022 and continuing into the present. (“Non-Exempt Hourly Aggrieved Employees”);

(3) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt employee or other similar position and who worked a shift of eight (8) hours in any one workday

² Employees who were laid off seasonally and had multiple periods of employment with Defendants qualify as members of the Former Employee Class.

1 and/or more than forty (40) hours in a workweek during a pay period from November
2 16, 2022 and continuing into the present. (“Overtime Aggrieved Employees”);

- 3 (4) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
4 its predecessor, merged or related entities for one or more pay periods in California as
5 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
6 rate/hourly) and who worked a shift of more than eight (8) hours in a day and/or forty
7 (40) hours in a week during a period where they also received an incentive payment,
8 piece rate compensation, non-discretionary bonus, production bonus, efficiency
bonuses, or attendance bonuses from November 16, 2022 and continuing into the
present; (“Incentive Pay Overtime Aggrieved Employees”);

9 Collectively, aggrieved employee groups three (3) and four (4) may be referred to as the
10 “Overtime Aggrieved Employees.”

- 11 (5) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC. or
12 its predecessor, merged or related entities for one or more pay periods in California as
13 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
14 rate/hourly) and whose employment concluded at any time between November 16,
2022 and continuing into the present. (“Late Payment Aggrieved Employees”); and

15 These groups may all collectively be referred to herein as aggrieved employees and/or all
16 aggrieved employees where appropriate.

17 3. Plaintiff, the Classes, and the aggrieved employees were employed by Defendant
18 ADALBERTO RAZO PEREZ FLC, LLC and any subsidiaries or affiliated companies and Does
19 1 through 50 (who include individuals acting on behalf an employer within the meaning of Labor
20 Code § 558.1) within the State of California as a non-exempt, hourly employees at some point
21 between May 22, 2019 and continuing into the present. Plaintiff is a former employee of
22 Defendants who worked for Defendants in San Luis Obispo County.

23 4. If during discovery, Plaintiff discovers the names of additional individuals who
24 may have personal liability pursuant to Labor Code § 558.1, Plaintiff will promptly amend to
25 include such individuals and/or alter egos. Plaintiff will seek to depose the owners to determine
26 whether or not they are a person responsible for the violations within the meaning of Labor Code
27 § 558.1. *Espinoza v. Hepta Run, Inc.*, 74 Cal. App. 5th 44, 60, (2022), review denied (Apr. 27,
28 2022) (“It was undisputed Tseng was the sole owner and president of both HRT and *Hepta Run*,

1 and he admitted he had approved the policy regarding payment of truck drivers that violated
2 various provisions of the Labor Code. Although he testified he had no involvement in or
3 knowledge of the business's operations.”); *cf Usher v. White*, 64 Cal. App. 5th 883, 889, (2021).

4 5. At times throughout their employment with Defendants from May 22, 2019 and
5 continuing into the present and within the past year, Plaintiff, the Class, and the aggrieved
6 employees worked shifts in excess of six (6) hours in a day, worked shifts in excess of eight (8)
7 hours in a day, ten (10) hours in a day, and/or twelve (12) hours in a day and/or worked in excess
8 of forty (40) hours in a week or more. Plaintiff, the Classes, and the aggrieved employees worked
9 enough hours either during the workday and/or the workweek to be entitled to overtime wages
10 within the same pay period where they also received an incentive payment, piece rate
11 compensation, non-discretionary bonus, production bonus, efficiency bonus, or attendance bonus.

12 6. At times throughout their employment with Defendants from May 22, 2019 and
13 continuing into the present and within the past year, Plaintiff, the Classes, and the aggrieved
14 employees worked enough hours to be eligible to receive overtime wages under IWC Wage Order
15 Nos. 13-2001 and 14-2001 and/or Labor Code section 510.

16 7. Defendants hire employees to work within the state of California who are covered
17 by California Industrial Welfare Commission Occupational Wage Order Nos. 13-2001 and 14-
18 2001. Based upon information and belief, Defendants classified Plaintiff, the Class, and the
19 aggrieved employees as non-exempt for the purposes of overtime.

20 8. Plaintiff, the Wage Statement Subclass, and the aggrieved employees received at
21 least one wage statement between November 16, 2022 and continuing into the present.

22 9. Labor Code § 1197 states the California requirement that employees must be paid
23 at least the minimum wage fixed by the Commission or by any applicable state or local law, and
24 any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles
25 “any employee receiving less than the legal minimum wage...to recover in a civil action the
26 unpaid balance of the full amount of this minimum wage.” IWC Wage Order Nos. 13-2001 and
27 14-2001 obligate employers to pay each employee minimum wages for all hours worked.
28

1 10. Labor Code § 510 requires an employer to compensate an employee who works
2 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
3 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
4 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
5 employees at no less than twice the regular rate of pay when an employee works more than
6 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
7 In accordance with Labor Code § 1194, Plaintiff, the other Class Members, and the aggrieved
8 employees could not agree to work for a lesser wage.

9 11. IWC Wage Order Nos. 13-2001 and 14-2001 provide:

10 (a) Starting January 1, 2019, an employee shall not be employed more than nine and one-
11 half (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee
12 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
13 worked over nine and one-half (9 1/2) hours in any one workday or more than fifty-five
14 (55) hours in any one workweek.

15 (b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours
16 per workday or fifty (50) hours per workweek unless the employee receives one and one-
17 half (1 1/2) times such employee's regular rate of pay for all hours worked over nine (9)
18 hours in any one workday or more than fifty (50) hours in any one workweek.

19 (c) Starting January 1, 2021, an employee shall not be employed more than eight and one-
20 half (8 1/2) hours per workday or forty-five (45) hours per workweek unless the employee
21 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
22 worked over eight and one-half (8 1/2) hours in any one workday or more than forty-five
23 (45) hours in any one workweek.

24 (d) Starting January 1, 2022, an employee shall not be employed more than eight (8) hours
25 per workday or work in excess of forty (40) hours per workweek unless the employee
26 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
27 worked over eight (8) hours in any workday or more than forty (40) hours in any
28 workweek and double the employee's regular rate of pay for all hours worked over twelve
(12) hours in any one workday.

12. In addition, Labor Code § 1198 provides that "the maximum hours of work and the
standard conditions of labor fixed by the commission shall be the maximum hours of work and
the standard conditions of labor for employees. The employment of any employee for longer
hours than those fixed by the order or under conditions of labor prohibited by the order is
unlawful."

1 13. At times between May 22, 2019 and continuing into the present including within
2 the past year, Defendants failed to pay Plaintiff and the other Class Members' overtime wages at
3 the proper rate. Specifically, Defendants improperly classified overtime wages as piece rate
4 compensation in an effort to avoid paying Plaintiff, the Class, and the aggrieved employees
5 overtime wages to which they were entitled. Based upon information and belief, Defendants also
6 improperly failed to include piece rate compensation when calculating and paying overtime
7 wages to Plaintiff, the Class, and the aggrieved employees at times between May 22, 2019 and
8 continuing into the present. Plaintiff alleges that Defendants engaged in the same conduct with
9 respect to all of the Class Members at times between May 22, 2019 and the present.

10 14. As to Plaintiff, the Wage Statement Subclass, and the aggrieved employees from at
11 least November 16, 2022 and continuing into the present, Defendants also failed to provide
12 accurate itemized wage statements in accordance with Labor Code § 226(a)(1, 2, 3, 5, 8, and 9).
13 Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an
14 itemized wage statement in writing showing:

- 15 (1) gross wages earned;
16 (2) total hours worked by the employee;
17 (3) the number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece rate;
19 (4) all deductions, provided that all deductions made on written orders of the employee
20 may be aggregated and shown as one item;
21 (5) net wages earned;
22 (6) the inclusive dates of the period for which the employee is paid;
23 (7) the name of the employee and only the last four digits of his or her social security
24 number or an employee identification number other than a social security number;
25 (8) the name and address of the legal entity that is the employer and, if the employer is a
26 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address
27 of the legal entity that secured the services of the employer;
28 (9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee...

15 15. Similarly, Labor Code § 226(e) provides:

- 24 (e) (1) An employee suffering injury as a result of a knowing and intentional failure by an
25 employer to comply with subdivision (a) is entitled to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
27 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
28 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
award of costs and reasonable attorney's fees.
29 (2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the
employer fails to provide a wage statement.

1 (B) An employee is deemed to suffer injury for purposes of this subdivision if the
2 employer fails to provide accurate and complete information as required by any one or
3 more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly
4 and easily determine from the wage statement alone one or more of the following:

5 (i) The amount of the gross wages or net wages paid to the employee during the
6 pay period or any of the other information required to be provided on the itemized
7 wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision
8 (a).

9 (ii) Which deductions the employer made from gross wages to determine the net
10 wages paid to the employee during the pay period. Nothing in this subdivision
11 alters the ability of the employer to aggregate deductions consistent with the
12 requirements of item (4) of subdivision (a).

13 (iii) The name and address of the employer and, if the employer is a farm labor
14 contractor, as defined in subdivision (b) of Section 1682, the name and address of
15 the legal entity that secured the services of the employer during the pay period.

16 (iv) The name of the employee and only the last four digits of his or her social
17 security number or an employee identification number other than a social security
18 number.

19 16. Due to Defendants' failure to pay Plaintiff, the Wage Statement Subclass
20 members, and the aggrieved employees all overtime wages (including at the correct rates) from
21 November 16, 2022 and the present, the wage statements issued by Defendants to Plaintiff and
22 the Wage Statement Class did not indicate the correct amount of gross wages earned, the total
23 hours worked, the net wages earned, all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate. Thus, Defendants have violated
25 Labor Code §226(a)(1), (2), (3), (5), and (9) with respect to Plaintiff, the Class, and the aggrieved
26 employees.

27 17. Moreover, due to Defendants' misclassification of overtime wages as piece rate
28 compensation in an effort to cover-up its failure to pay overtime wages, Defendants also
incorrectly listed the number of piece-rate units earned and any applicable piece rate on the
itemized wage statements issued to Plaintiff, the Class, the Wage Statement Subclass, and the
aggrieved employees from November 16, 2022 and continuing into the present and also
misreported the all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee, and the total hours worked.

18 18. At all times relevant hereto, Defendant Adalberto Razo Perez FLC, LLC was a
19 Farm Labor Contractor within the meaning of Labor Code § 1682.

1 19. Separate and independent of the foregoing, from at least November 16, 2022 and
2 continuing into the present Defendants maintained a common policy and practice of failing to
3 include both the name and address of the legal entity that secured the services of Adalberto Razo
4 Perez FLC, LLC employees on their wage statements, including Plaintiff, the Wage Statement
5 Class, and the aggrieved employees in violation of Labor Code § 226(a)(8).

6 20. Separate and independent of the foregoing, from at least November 16, 2022 and
7 continuing into the present Defendants maintained a common policy and practice of failing to
8 include the address of the legal entity that is the employer and instead included a partial address
9 that did not include any reference to a city in violation of Labor Code § 226(a)(8).

10 21. In addition to violating Labor Code § 226(a), Defendants also knowingly and
11 intentionally failed to pay Plaintiff, the Class, the Wage Statement Subclass all overtime wages
12 including at the proper rates and to include the information required by Labor Code section
13 226(a)(1), (3), (4), (5), (6), (7), (8), and (9).

14 22. Moreover, Plaintiff and the Wage Statement Subclass, also suffered legal “injury”
15 for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily
16 determine from the wage statements themselves the information required to be set forth by
17 Section 226(a), the information provided by Defendants were confusing and inaccurate, and due
18 to Defendants’ willful failure to include the name of the company that secured the services of
19 Adalberto Razo Perez FLC, LLC, Plaintiff and the Class were not able to send a notice pursuant
20 to Labor Code § 2810.3; though Plaintiff reserves the right to do so under equitable tolling and
21 other equitable principles to prevent Defendants from benefitting from their malfeasance.

22 23. In addition, Plaintiff, the Wage Statement Subclass, and the aggrieved employees
23 were unable to determine and/or accurately from at least some of the wage statements issued
24 between November 16, 2022 and continuing into the present, the gross wages earned, the net
25 wages earned, and all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee, the number of piece-
27 rate units earned and any applicable piece rate if the employee is paid on a piece rate, all
28 deductions, the net wages earned, his name and employee identification number, the name and

1 address of the legal entity that is the employer, the name and address of the entity that secured the
2 services of the employer and all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee from the wage
4 statement alone for the reasons discussed above.

5 24. Under Labor Code §§ 201-202, an employer must provide an employee wages at
6 the time of discharge or within up to seventy-two (72) hours of their resignation. Labor Code §
7 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is
8 discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30
9 days. Lab. Code § 203; *Mamika v. Barca*, 68 Cal.App.4th 487, 492 (1998).

10 25. Defendants terminated Plaintiff in or around August 2023.

11 26. As described in detail above, Defendant failed to pay Plaintiff, the Former
12 Employee Subclass Members, and the aggrieved employees all wages owed, including but not
13 limited to all overtime wages owed within the time constraints proscribed in Labor Code §§ 201-
14 202 at the time of their termination/separation. Defendants’ also failed to provide Plaintiff, the
15 Former Employee Subclass, and the aggrieved employees sick pay when they were absent and
16 failed to include incentive payments and piece rate compensation when calculating and paying
17 sick pay. Thus, as result of Defendants’ faulty policies described above, Plaintiff, the Former
18 Employee Subclass, and the aggrieved employees left their employment with Defendants without
19 being compensated for each and every hour worked at the appropriate rate in violation of Labor
20 Code §§ 201, 202, and 203.

21 27. On October 1, 2023 Plaintiff submitted a request for records under Labor Code §§
22 226, 432, and 1198.5 via email to Defendant. Under the mailbox rule, it is presumed that
23 Defendants received the record request.

24 28. As of the date of the submission of this lawsuit and despite having acknowledged
25 in writing the existence of the request, Defendants have still failed to timely produce Plaintiff’s
26 records.

27 29. Section 226 of the Labor Code provides, in relevant part:
28

1 An employer who receives a written or oral request to inspect or copy records pursuant to
2 subdivision (b) pertaining to a current or former employee shall comply with the request
as soon as practicable, but no later than 21 calendar days from the date of the request.

3 30. Senate Bill No. 1252, which was enrolled and effective January 1, 2019 provides,
4 in relevant part:

5 that employees have the right to receive a copy of the employment records described
6 above and apply the associated time requirements and penalty provisions in this context

7 31. Section 1198.5 of the Labor Code specifically authorizes, in relevant part:

8 every current and former employee, or his or her representative, has the right to inspect
9 and receive a copy of the personnel records that the employer maintains relating to the
employee's performance or to any grievance concerning the employee.

10 32. Defendants violated Labor Code section 226 by not providing a copy of the
11 requested pay records within 21 days.

12 33. Defendant further violated and continue to violate Labor Code §§ 226(b) and (h)
13 by failing to provide a copy of Plaintiff's pay records within the meaning of Labor Code § 226(a).
14 Pursuant to Labor Code § 226(a), a copy means "a duplicate of the itemized wage statement
15 provided to an employee or a computer-generate record that accurately shows all of the
16 information required by this subdivision."

17 34. Defendants also violated Labor Code section 1198.5 by not providing a copy
18 and/or opportunity to inspect Plaintiff's personnel file within 30 days of receipt of Plaintiff's
19 request.

20 35. Section 558.1(a) of the Labor Code provides, in relevant part:

21 Any employer or other person acting on behalf of an employer, who violates, or causes to
22 be violated, any provision regulating minimum wages or hours and days of work in any
23 order of the Industrial Welfare Commission, or violates, or causes to be violated,
Sections...226..., may be held liable as the employer for such violation.

24 36. Section 558.1(b) of the Labor Code defines the term "other person acting on behalf
25 of an employer" as: "a natural person who is an owner, director, officer, or managing agent of the
26 employer."

27 37. DOE 1 is believed to be the owner and managing agent of DEFENDANTS, the
28 employer, and falls under the definition of Labor Code section 558.1(b) "person acting on behalf

1 of an employer.” JOHN DOE may also be a “person acting on behalf of employer” within the
2 meaning of Labor Code § 558.1.

3 38. At all times relevant hereto, Defendants and its managing agent, DOE 1 took steps
4 intended to prevent and limit Plaintiff’s right to access and/or receive a copy of his records as set
5 forth in the Labor Code §§ 226, 432, and 1198.5.

6 39. At all times relevant hereto, Defendants and its managing agent, DOE 1 took steps
7 intended to cause Plaintiff and the Class not to receive all of their lawfully owed wages, proper
8 wage statements as required by Labor Code § 226, and caused Plaintiff and the Class not to
9 receive all wages owed upon separation in violation of Labor Code § 203.

10 II.

11 **JURISDICTION AND VENUE**

12 40. This Court has subject matter jurisdiction over all causes of action asserted herein
13 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
14 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy,
15 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the
16 laws of the State of California or is subject to adjudication in the courts of the State of California.

17 41. This Court has personal jurisdiction over Defendant ADALBERTO RAZO
18 PEREZ FLC, LLC because Defendant has caused injuries in the County of San Luis Obispo and
19 State of California through their acts, and by their violation of the California Labor Code and
20 California law in San Luis Obispo County.

21 42. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
22 Civil Procedure §395. Defendants operates within California and do business within San Luis
23 Obispo County. The unlawful acts alleged herein have a direct effect on Plaintiff and the Classes
24 within the State of California and the County of San Luis Obispo.

25 43. This case should be classified as complex according to Rule 3.400 of the
26 California Rules of Court, and assigned to a complex litigation judge and department, as it will
27 involve substantial documentary evidence, and is likely to involve extensive motion practice
28

1 raising difficult or novel issues that will be time-consuming to resolve and would require
2 substantial post judgment judicial supervision.

3 **III.**

4 **PARTIES**

5 **A. PLAINTIFF**

6 44. Plaintiff SERGIO GARCIA GOMEZ is a former employee of Defendants who
7 worked for Defendants in San Luis Obispo County.

8 45. Plaintiff and the Class were regularly required to:

9 a. Work overtime hours without receiving the proper amount of
10 compensation;

11 b. Work without being provided an accurate itemized wage statement that
12 accurately indicate the gross wages earned, the total hours worked by the employee, the number
13 of piece-rate units earned and any applicable piece rate, all deductions, the net wages earned, , the
14 name and address of the legal entity that is the employer including by omitting the city from the
15 address, the name and address of the legal entity that secured the services of the employer since
16 Defendant Adalberto Razo Perez FLC, LLC is a Farm Labor Contractor, as well as all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at
18 each hourly rate by the employee;

19 c. Were deprived of wages that Defendants knew were due and owing, yet
20 failed to pay at the time of termination and/or within 72 hours of resignation for those former
21 employees who did not provide advance notice; and

22 d. engaged in unfair competition in violation of Bus. & Prof. Code § 17200;
23 and

24 **B. DEFENDANTS**

25 46. Defendant ADALBERTO RAZO PEREZ FLC, LLC. is a California limited
26 liability company. Defendant's principal place of business is believed to be 5830 Jardine Road
27 Paso Robles, CA 93446. Upon information and belief, Defendant employed Plaintiff and the
28

1 Classes within California including within San Luis Obispo County. Defendant has done and does
2 business throughout the State of California and in San Luis Obispo County.

3 47. Defendant ADALBERTO RAZO PEREZ FLC, LLC was and is a farm labor
4 contractor.

5 48. The true names and capacities, whether individual, corporate, associate, or
6 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
7 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
8 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
9 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
10 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
11 capacities of the Defendants designated hereinafter as DOES when such identities become
12 known.

13 49. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
14 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
15 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
16 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
17 employer and/or joint employer of Plaintiff and the Class and/or as alter egos of each other.

18 IV.

19 CLASS ACTION ALLEGATIONS

20 50. Plaintiff brings this action on behalf of herself and all others similarly situated as a
21 Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class
22 and Subclasses composed of and defined as follows:

- 23 (1) all individuals who were employed by ADALBERTO RAZO PEREZ FLC,
24 LLC or its predecessor, merged or related entities in California as a non-exempt
25 employee (whether paid hourly, piece rate only, and/or piece rate/hourly) or
26 other similar position at any point from May 22, 2019 and continuing into the
present (Non-Exempt Class);³

27 ³ Judicial Council Emergency Rule No. 9 tolled the statute of limitations applicable to this action for 5 months and
28 25 days or from April 6, 2020 to October 1, 2020. "Notwithstanding any other law, the statutes of limitations and
repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020."

- (2) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt, hourly employee at any point from May 22, 2019 and continuing into the present (the “Non-Exempt Hourly Subclass”);
- (3) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt employee or other similar position and who worked a shift of 9.5 hours in any one workday and/or more than 55 hours in a workweek during a pay period from May 22, 2019 to December 31, 2019. (“2019 General Overtime Subclass”);
- (4) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, employee (whether paid hourly, piece rate only, and/or piece rate/hourly) and who worked a shift of more than 9.5 hours in a day and/or 55 hours in a week during a period where they also received an incentive payment, piece rate compensation, non-discretionary bonus, production bonus, efficiency bonus, or attendance bonus from May 22, 2019 to December 31, 2019; (“2019 Incentive Pay Overtime Subclass”);
- (5) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt employee or other similar position and who worked a shift of 9 hours in any one workday and/or more than 50 hours in a workweek during a pay period from January 1, 2020 to December 31, 2020. (“2020 General Overtime Subclass”);
- (6) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, employee (whether paid hourly, piece rate only, and/or piece rate/hourly) and who worked a shift of more than 9 hours in a day and/or 50 hours in a week during a period where they also received an incentive payment, piece rate compensation, non-discretionary bonus, production bonus, efficiency bonus, or attendance bonus from January 1, 2020 to December 31, 2020; (“2020 Incentive Pay Overtime Subclass”);
- (7) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or its predecessor, merged or related entities in California as a non-exempt employee or other similar position and who worked a shift of 8.5 hours in any one workday and/or more than 45 hours in a workweek during a pay period from January 1, 2021 to December 31, 2021. (“2021 General Overtime Subclass”);

1 (8) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
2 its predecessor, merged or related entities for one or more pay periods in California as
3 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
4 rate/hourly) and who worked a shift of more than 8.5 hours in a day and/or 45 hours
5 in a week during a period where they also received an incentive payment, piece rate
6 compensation, non-discretionary bonus, production bonus, efficiency bonus, or
attendance bonus from January 1, 2021 to December 31, 2021; (“2021 Incentive Pay
Overtime Subclass”);

7 (9) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
8 its predecessor, merged or related entities in California as a non-exempt employee or
9 other similar position and who worked a shift of eight (8) hours in any one workday
10 and/or more than forty (40) hours in a workweek during a pay period from January 1,
2022 and continuing into the present. (“General Overtime Subclass”);

11 (10) all individuals who were employed by ADALBERTO RAZO PEREZ FLC, LLC or
12 its predecessor, merged or related entities for one or more pay periods in California as
13 a non-exempt, employee (whether paid hourly, piece rate only, and/or piece
14 rate/hourly) and who worked a shift of more than eight (8) hours in a day and/or forty
15 (40) hours in a week during a period where they also received an incentive payment,
16 piece rate compensation, non-discretionary bonus, production bonus, efficiency
bonus, or attendance bonus from January 1, 2022 and continuing into the present;
17 (“Incentive Pay Overtime Subclass”);

18 Collectively, subclasses three (3), four (4), five (5), six (6), seven (7), eight (8), nine
19 (9), and ten (10) may be referred to as the “Overtime Subclasses.”

20 (11) all individuals who were employed by ADALBERTO RAZO PEREZ FLC,
21 LLC or its predecessor, merged or related entities for one or more pay periods in
22 California as a non-exempt, employee (whether paid hourly, piece rate only,
and/or piece rate/hourly) from November 16, 2022 and continuing into the
present; (Wage Statement Subclass)

23 (12) all individuals who were employed by ADALBERTO RAZO PEREZ FLC,
24 LLC or its predecessor, merged or related entities for one or more pay periods in
25 California as a non-exempt, hourly employee and whose employment concluded
26 at any time between May 22, 2020 and continuing into the present. (“Former
Employee Class”);⁴

27
28 ⁴ Employees who were laid off seasonally and had multiple periods of employment with Defendants qualify as
members of the Former Employee Class.

1 These Classes and Subclasses may all collectively be referred to herein as the “Class”
2 where appropriate and for ease of reference.

3 51. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
4 amend or modify the class description with greater specificity, by division into subclasses, or by
5 limitation to particular issues.

6 52. This action has been brought and may properly be maintained as a class action
7 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
8 community of interest in the litigation and the Proposed Classes are easily ascertainable.

9 **A. Numerosity**

10 53. The potential members of the Proposed Classes as defined are each so numerous
11 that joinder of all the members of the Proposed Classes is impracticable. While the precise
12 number of proposed Class Members in each Class has not been determined at this time, Plaintiff
13 is informed and believes that Defendants currently employ, and during the relevant time periods
14 employed to be more than 100 members or more of the Proposed Class and Subclasses at any
15 given time.

16 54. Plaintiff alleges that Defendants’ employment records would provide information
17 as to the number and location of all Proposed Class members. Joinder of all members of the
18 Proposed Class and Subclasses is not practicable.

19 **B. Commonality**

20 55. There are questions of law and fact common to the Proposed Classes⁵ that
21 predominate over any questions affecting only individual Proposed Class Members. These
22 common questions of law and fact include, without limitation:

23 a. Whether Defendants failed to pay wages and/or overtime compensation
24 and at the correct rate as required by Labor Code § 510 to the Class;

25 b. Whether Defendants violated Labor Code § 226(a) and (e) by failing to
26 provide an accurate itemized wage statements that accurately indicate, the gross wages earned,

27 _____
28 ⁵ Plaintiff reserves his right to designate subclasses within the Classes including designating an Unfair Competition subclass for each class.

1 the total hours worked by the employee, the number of piece-rate units earned and any applicable
2 piece rate, all deductions, the net wages earned, the name and address of the legal entity that is the
3 employer, the name and address of the legal entity that secured the services of the employer since
4 Defendant Adalberto Razo Perez FLC, LLC is a Farm Labor Contractor, as well as all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at
6 each hourly rate by the employee to the Wage Statement Subclass;

7 c. Whether Defendants violated §§ 201-203 of the Labor Code by failing to
8 pay compensation due and owing at the time that the Former Employee Class' employment with
9 Defendants concluded;

10 d. Whether Defendants violated § 17200 et seq. of the Business & Professions
11 Code by engaging in the acts previously alleged against the Unfair Competition Class;

12 **C. Typicality**

13 56. The claims of Plaintiff are typical of the claims of the Proposed Class and
14 Subclasses. Plaintiff and all members of the Proposed Class and Subclasses sustained injuries and
15 damages arising out of and caused by Defendants' common course of conduct in violation of
16 laws, regulations that have the force and effect of law, and statutes as alleged herein.

17 **D. Adequacy of Representation**

18 57. Plaintiff will fairly and adequately represent and protect the interests of the
19 members of the proposed Classes. Counsel who represents Plaintiff and the Proposed Classes is
20 competent and experienced in litigating large employment class actions, and have the financial
21 resources to litigate the claims at issue.

22 **E. Superiority of Class Action**

23 58. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
25 practicable, and questions of law and fact common to the Proposed Class predominate over any
26 questions affecting only individual members of the Proposed Class. Each member of the
27 Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal
28

1 policy and/or practice of failing to pay all wages due, failing to provide accurate itemized wage
2 statements, and failing to pay all wages owed upon separation.

3 59. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
6 action that would preclude its maintenance as a class action.

7 **V.**
8 **FIRST CAUSE OF ACTION**
9 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**
10 **LABOR CODE § 510**
11 **[Against All Defendants]**

12 60. Plaintiff, on behalf of himself, the Non-Exempt Class, the Non-Exempt Hourly
13 Subclass, the 2019 General Overtime Subclass, the 2019 Incentive Pay Overtime Subclass, the
14 2020 General Overtime Subclass, the 2020 Incentive Pay Overtime Subclass, 2021 General
15 Overtime Subclass, the 2021 Incentive Pay Overtime Subclass, the General Overtime Subclass,
16 and the Incentive Pay Overtime Subclass realleges and incorporates by reference all previous
17 paragraphs.

18 61. Labor Code § 510 requires an employer to compensate an employee who works
19 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
20 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
21 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
22 employees at no less than twice the regular rate of pay when an employee works more than
23 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
24 In accordance with Labor Code § 1194, Plaintiff and the Class could not agree to work for a
25 lesser wage.

26 62. IWC Wage Order Nos. 13-2001 and 14-2001 provide:

27 (a) Starting January 1, 2019, an employee shall not be employed more than nine and one-
28 half (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee
receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
worked over nine and one-half (9 1/2) hours in any one workday or more than fifty-five
(55) hours in any one workweek.

1 (b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours
2 per workday or fifty (50) hours per workweek unless the employee receives one and one-
3 half (1 1/2) times such employee's regular rate of pay for all hours worked over nine (9)
4 hours in any one workday or more than fifty (50) hours in any one workweek.

5 (c) Starting January 1, 2021, an employee shall not be employed more than eight and one-
6 half (8 1/2) hours per workday or forty-five (45) hours per workweek unless the employee
7 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
8 worked over eight and one-half (8 1/2) hours in any one workday or more than forty-five
9 (45) hours in any one workweek.

10 (d) Starting January 1, 2022, an employee shall not be employed more than eight (8) hours
11 per workday or work in excess of forty (40) hours per workweek unless the employee
12 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
13 worked over eight (8) hours in any workday or more than forty (40) hours in any
14 workweek and double the employee's regular rate of pay for all hours worked over twelve
15 (12) hours in any one workday.

16 63. In addition, Labor Code § 1197 states the California requirement that employees
17 must be paid at least the minimum wage fixed by the Commission or by any applicable state or
18 local law, and any payment of less than the minimum wage is unlawful.

19 64. Similarly, Labor Code § 1198 provides that "the maximum hours of work and the
20 standard conditions of labor fixed by the commission shall be the maximum hours of work and
21 the standard conditions of labor for employees. The employment of any employee for longer
22 hours than those fixed by the order or under conditions of labor prohibited by the order is
23 unlawful."

24 65. As discussed in detail above, at times from January 27, 2019 and continuing into
25 the present, Defendants failed to pay Non-Exempt Class, the Non-Exempt Hourly Subclass, the
26 2019 General Overtime Subclass, the 2019 Incentive Pay Overtime Subclass, the 2020 General
27 Overtime Subclass, the 2020 Incentive Pay Overtime Subclass, 2021 General Overtime Subclass,
28 the 2021 Incentive Pay Overtime Subclass, the General Overtime Subclass, and the Incentive Pay
Overtime Subclass overtime wages at all and/or at the proper rate.

66. Based upon information and belief, at times from January 27, 2019 and continuing
into the present, Defendants failed to pay Plaintiff, the Non-Exempt Class, the Non-Exempt
Hourly Subclass, the 2019 General Overtime Subclass, the 2019 Incentive Pay Overtime

Subclass, the 2020 General Overtime Subclass, the 2020 Incentive Pay Overtime Subclass, 2021 General Overtime Subclass, the 2021 Incentive Pay Overtime Subclass, the General Overtime Subclass, and the Incentive Pay Overtime Subclass members at one and one-half times their regular rate and instead underpaid their overtime wages.

67. Defendants' conduct, as described above was willful.

68. As a result of the unlawful acts of Defendants, Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Hourly Subclass, the 2019 General Overtime Subclass, the 2019 Incentive Pay Overtime Subclass, the 2020 General Overtime Subclass, the 2020 Incentive Pay Overtime Subclass, 2021 General Overtime Subclass, the 2021 Incentive Pay Overtime Subclass, the General Overtime Subclass, and the Incentive Pay Overtime Subclass been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VI.
SECOND CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 226(e)
[Against all Defendants]

69. Plaintiff, on behalf of himself and the Wage Statement Subclass, the Non-Exempt Wage Statement Subclass, and the Non-Exempt Hourly Wage Statement Subclass, and the Final Wage Statement Class, realleges and incorporates by reference all previous paragraphs and all subsequent paragraphs.

70. From at least August 21, 2022 and continuing into the present, Defendants knowing and intentionally failed to provide accurate itemized wage statements to Plaintiff and the Wage Statement Subclass in accordance with Labor Code § 226(a)(1, 2, 3, 4, 5, 8, and 9). Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;

(8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer;
(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

71. Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

72. Due to Defendants' failure to pay Plaintiff an Wage Statement Subclass, the Non-Exempt Wage Statement Subclass, and the Non-Exempt Hourly Wage Statement Subclass, and the Final Wage Statement Class all overtime wages (including at the correct rates), the wage statements issued by Defendants do not indicate the correct amount of gross wages earned, the total hours worked, the net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor Code §226(a)(1), (2), (3), (5), and (9) with respect to Plaintiff and all Class Members.

73. Due to Defendants' failure to pay Plaintiff and the Wage Statement Subclass members all overtime wages (including at the correct rates) from November 16, 2022 and the

1 present, the wage statements issued by Defendants to Plaintiff and the Wage Statement Class did
2 not indicate the correct amount of gross wages earned, the total hours worked, the net wages
3 earned, all applicable hourly rates in effect during the pay period and the corresponding number
4 of hours worked at each hourly rate. Thus, Defendants have violated Labor Code §226(a)(1), (2),
5 (3), (5), and (9) with respect to Plaintiff and all Class Members.

6 74. Moreover, due to Defendants' misclassification of overtime wages as piece rate
7 compensation in an effort to cover-up its failure to pay overtime wages, Defendants also
8 incorrectly listed the number of piece-rate units earned and any applicable piece rate on the
9 itemized wage statements issued to Plaintiff and the Class from November 16, 2022 and
10 continuing into the present and also misreported the all applicable hourly rates in effect during the
11 pay period and the corresponding number of hours worked at each hourly rate by the employee,
12 and the total hours worked.

13 75. At all times relevant hereto, Defendant Adalberto Razo Perez FLC, LLC was a
14 Farm Labor Contractor within the meaning of Labor Code § 1682.

15 76. Separate and independent of the foregoing, from at least November 16, 2022 and
16 continuing into the present Defendants maintained a common policy and practice of failing to
17 include both the name and address of the legal entity that secured the services of Adalberto Razo
18 Perez FLC, LLC employees, including Plaintiff and the Wage Statement Class, in violation of
19 Labor Code § 226(a)(8).

20 77. Separate and independent of the foregoing, from at least November 16, 2022 and
21 continuing into the present Defendants maintained a common policy and practice of failing to
22 include the address of the legal entity that is the employer and instead included a partial address
23 that did not include any reference to a city in violation of Labor Code § 226(a)(8).

24 78. In addition to violating Labor Code § 226(a), Defendants also knowingly and
25 intentionally failed to pay Plaintiff, the Class, the Wage Statement Subclass all overtime wages
26 including at the proper rates and to include the information required by Labor Code section
27 226(a)(1), (2), (3), (4), (5), (6), (7), (8), and (9).
28

1 79. Moreover, Plaintiff and the Wage Statement Subclass, also suffered legal “injury”
2 for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily
3 determine from the wage statements themselves the information required to be set forth by
4 Section 226(a), the information provided by Defendants were confusing and inaccurate, and due
5 to Defendants’ willful failure to include the name of the company that secured the services of
6 Adalberto Razo Perez FLC, LLC, Plaintiff and the Class were not able to send a notice pursuant
7 to Labor Code § 2810.3; though Plaintiff reserves the right to do so under equitable tolling and
8 other equitable principles to prevent Defendants from benefitting from their malfeasance.

9 80. In addition, Plaintiff and the Wage Statement Subclass were unable to determine
10 and/or accurately from at least some of the wage statements issued between November 16, 2022
11 and continuing into the present, the gross wages earned, the net wages earned, and all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at
13 each hourly rate by the employee, the number of piece-rate units earned and any applicable piece
14 rate if the employee is paid on a piece rate, all deductions, the net wages earned, his name and
15 employee identification number, the name and address of the legal entity that is the employer, the
16 name and address of the entity that secured the services of the employer and all applicable hourly
17 rates in effect during the pay period and the corresponding number of hours worked at each
18 hourly rate by the employee from the wage statement alone for the reasons discussed above.

19 81. In addition to violating Labor Code § 226(a), Defendants also knowingly and
20 intentionally failed to pay Plaintiff, the Wage Statement Subclass, the Non-Exempt Wage
21 Statement Subclass, and the Non-Exempt Hourly Wage Statement Subclass, and the Final Wage
22 Statement Class all overtime wages, including at the proper rates.

23 82. Defendants also failed to both comply with and create a policy that complied with
24 Labor Code § 226 prior to the filing of this lawsuit. Labor Code § 226(e)(3) provides that when
25 determining whether or not an employer’s violation of Labor Code § 226(a) was knowing and
26 intentional, “the relevant factor [is] whether the employer, prior to an alleged violation, has
27 adopted and is in compliance with a set of policies, procedures, and practices that fully comply
28 with this section.” Defendant also was previously sued for violating Labor Code section 226

1 before the statutory period applicable to the claims in this Action commenced, but still failed to
2 create a policy that ensured compliance with Labor Code section 226. Accordingly, Defendants'
3 conduct was knowing and intentional within the meaning of Labor Code § 226(e).

4 83. An employee suffering injury as a result of a knowing and intentional failure by an
5 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
6 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
7 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
8 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
9 reasonable attorneys' fees. *See* Lab. Code § 226(e). Plaintiff, the Wage Statement Subclass, the
10 Non-Exempt Wage Statement Subclass, and the Non-Exempt Hourly Wage Statement Subclass,
11 and the Final Wage Statement Class seek penalties under Labor Code § 226(e) in amounts to be
12 determined at trial, and are entitled to recovery of such amounts, attorneys' fees, and costs.

13 **VII.**

14 **THIRD CAUSE OF ACTION**

15 **WAITING TIME PENALTIES PURSUANT TO LABOR CODE §§201-203**

16 **[Against all Defendants]**

17 84. Plaintiff on behalf of himself and the Former Employee Class re-alleges and
18 incorporates by reference each and every allegation set forth in the preceding paragraphs.

19 85. Sections 201 and 202 of the California Labor Code requires Defendants to pay all
20 compensation due and owing to former employees in the Class during the actionable period for
21 this cause of action, at or around the time that their employment is terminated.

22 86. Section 203 of the California Labor Code provides that if an employer willfully
23 fails to pay compensation promptly upon discharge or resignation, as required by Sections 201
24 and 202, then the employer is liable for penalties in the form of continued compensation up to
25 thirty (30) workdays.

26 87. As described in detail above, Defendants failed to pay Plaintiff and the other Class
27 Members whose employment concluded all overtime wages owed within the time constraints
28 proscribed in Labor Code §§ 201-202 at the time of their termination/separation. Defendants also
failed to pay sick pay and/or at the proper rate due to their common policy and practice of failing
to include incentive payment, piece rate compensation, non-discretionary bonus, and other forms

1 of compensation when calculating and paying sick pay. Thus, as result of Defendants' faulty
2 policies described above, Plaintiff and all Class Members' left their employment with Defendants
3 without being compensated for each and every hour worked at the appropriate rate in violation of
4 Labor Code §§ 201, 202, and 203.

5 88. At the time of Plaintiff, the other members of the Former Employee Class'
6 separation from Defendants, the sums were certain and known to Defendants.

7 89. As a result, Defendants are liable to Plaintiff and the Former Employee Class who
8 are no longer employed by Defendants for waiting time penalties amounting to thirty (30) days
9 wages for Plaintiff and each Class Member pursuant to California Labor Code § 203. See, e.g.,
10 DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee
11 to recover waiting time penalties).

12 **VIII.**
13 **FOURTH CAUSE OF ACTION**
14 **UNFAIR COMPETITION PURSUANT TO**
15 **BUSINESS & PROFESSIONS CODE § 17200**
16 **[Against all Defendants]**

17 90. Plaintiff, on behalf of himself and the Class realleges and incorporates by
18 reference all previous paragraphs.

19 91. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of
20 himself, on behalf of the general public, and on behalf of the Proposed Classes, bring this claim
21 pursuant to Business & Professions Code § 17200, et seq. The conduct of Defendants as alleged
22 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the
23 general public, and the Proposed Classes. Plaintiff seeks to enforce important rights affecting the
24 public interest within the meaning of Code of Civil Procedure § 1021.5. Plaintiff is a "person"
25 within the meaning of Business & Professions Code § 17204, and therefore has standing to bring
26 this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

27 92. Defendants have engaged in unlawful and unfair business practices that violate
28 fundamental public policies of the state of California and the United States of America. As a
result of its unlawful and unfair business practices, Defendants have forced employees to work

1 under substandard and unlawful conditions in an effort to gain a competitive advantage over law-
2 abiding employers who comply with California's Labor Code.

3 93. Defendants have violated statutes and public policies as alleged herein. Through
4 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,
5 have violated specific provisions of the Labor Code, and have engaged in other unlawful and
6 unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving
7 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
8 privileges guaranteed to all employees under law.

9 94. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
10 violation of § 17200 et seq. of the Business & Professions Code.

11 95. Defendants, by engaging in the conduct herein alleged, either knew or in the
12 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a
13 violation of § 17200 et seq. of the Business & Professions Code.

14 96. As a proximate result of the above-mentioned acts of Defendants, Plaintiff, the
15 Class, others similarly situated, other businesses, and the general public have been damaged in a
16 sum as may be proven.

17 97. As part of their claims against Defendant, Plaintiffs seek not only the unpaid
18 wages, but also the market value of the loss of the statutory protections and the cost to other
19 employers of providing proper pay, breaks, and complying with the California Labor Code
20 provisions identified herein. *See e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162
21 (2015).

22 98. Unless restrained, Defendants will continue to engage in the unlawful conduct as
23 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
24 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
25 employment by Defendants, its agents, or employees, of any unlawful or deceptive practices
26 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
27 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
28 Proposed Classes the money Defendants have unlawfully failed to pay.

XIII.
FIFTH CAUSE OF ACTION
VIOLATIONS OF LABOR CODE § 226(f) and (h)
[Against all Defendants on behalf of Plaintiff]

99. Plaintiff realleges and incorporates by reference all previous paragraphs.

100. Section 226 of the Labor Code provides, in relevant part:

An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

101. Labor Code § 226 provides that a failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.

102. Relatedly, Labor Code § 226(h) authorizes an employee to bring an action for violation of Labor Code § 226 and to obtain an award of costs and reasonable attorney's fees.

103. Defendants violated Labor Code section 226 by not providing a copy of the requested records within 21 days.

104. To date, Defendant still has not provided Plaintiff with his pay records within the meaning of Labor Code § 226(a) and (b).

105. Pursuant to Labor Code § 226(f) Plaintiff is entitled to collect a Seven Hundred and Fifty dollars (\$750) penalty.

106. Pursuant to Labor Code § 226(h), Plaintiff is entitled to an award of costs and reasonable attorneys' fees for the costs of enforcing this provision, in a sum to be proven at trial as well as an injunction compelling compliance with this section and the production of his records.

IX.
SIXTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 1198.5(k) AND
INJUNCTIVE RELIEF PURSUANT TO LABOR CODE § 1198.5(l)
[Against all Defendants on behalf of Plaintiff]

107. Plaintiff realleges and incorporates by reference all previous paragraphs.

108. Section 1198.5 of the Labor Code specifically authorizes, in relevant part:

1 Every current and former employee, or his or her representative, has the right to inspect
2 and receive a copy of the personnel records that the employer maintains relating to the
3 employee's performance or to any grievance concerning the employee.

4 109. Labor Code § 1198.5(b) provides:

5 (b) (1) The employer shall make the contents of those personnel records available for
6 inspection to the current or former employee, or his or her representative, at reasonable
7 intervals and at reasonable times, **but not later than 30 calendar days from the date the**
8 **employer receives a written request**, unless the current or former employee, or his or her
9 representative, and the employer agree in writing to a date beyond 30 calendar days to
10 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
11 employer's receipt of the written request.....

12 110. Labor Code § 1198.5(k) further provides that if an employer fails to permit a
13 current or former employee, or his or her representative, to inspect or copy personnel records
14 within the times specified in this section, or times agreed to by mutual agreement as provided in
15 this section, the current or former employee or the Labor Commissioner may recover a penalty of
16 seven hundred fifty dollars (\$750) from the employer.

17 111. Labor Code § 1198.5(l) states that "A current or former employee may also bring
18 an action for injunctive relief to obtain compliance with this section, and may recover costs and
19 reasonable attorney's fees in such an action."

20 112. Defendants violated Labor Code section 1198.5 by not providing a copy of the
21 requested records within 30 days.

22 113. As of this date, Defendant has not produced Plaintiff's personnel file despite
23 having received his record request more than 30 days prior in violation of Labor Code § 1198.5.

24 114. Pursuant to Labor Code § 1198.5, Plaintiff is entitled to collect a Seven Hundred
25 and Fifty dollars (\$750) penalty, the production of his personnel records within the meaning of
26 Labor Code § 1198.5 and an award of costs and reasonable attorney's fees to enforce this
27 provision, in a sum to be proven at trial, and an injunction compelling compliance with Labor
28 Code § 1198.5.

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X.
SEVENTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 203, 204, 210, 226, 226.3, 246, 256, 510, 558, 1197, 1197.1, 1198,
and IWC Wage Order Nos. 13-2001 and 14-2001

115. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

116. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received and/or will have been received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

117. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 246, 256, 510, 558, 1197, 1197.1, 1198, and IWC Wage Order Nos. 13-2001 and 14-2001.

118. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula unless a civil penalty is already proscribed under the Labor Code:

\$100 for the initial violation per employee per pay period; and

\$200 for each subsequent violation per employee per pay period.

119. These penalties will be allocated 75% to the Labor Workforce Development Agency and 25% to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. *See e.g. Kaanaana v. Barrett Business Services, Inc.*, 29 Cal.App.5th 778, 808 (2018) (acknowledging that the employees could get separate PAGA penalties for interrupted meal periods because interrupted meal periods violated Labor Code sections 1194 and 512 and remanding to the trial court to determine the amount of

1 PAGA penalties to award); *Lopez v. Friant & Assocs., LLC*, 15 Cal.App.5th 773, 788 (2017)
2 (“hold[ing] a plaintiff seeking civil penalties under PAGA for a violation of Labor Code section
3 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section
4 226(e)(1) and acknowledging that a Plaintiff could recover separately under PAGA for violations
5 of Labor Code §§ 226(a) and 226(e)); *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM
6 (JCGx) 2012 U.S.Dist. LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that
7 although the plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be
8 ‘stacked,’ i.e., multiple PAGA penalties can be assessed for the same pay period for different
9 Labor Code violations.”); accord *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO)
10 2010 U.S. Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F & B, Inc.*, No. 2:08-
11 cv-00275-MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at * 2-3 (E.D. Cal.
12 Aug. 19, 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist. LEXIS
13 54110, 2010 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

14 120. There is currently a split of authority regarding which PAGA penalties apply to
15 violations of Labor Code § 226(a). *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355
16 (2021) (holding that such violations give rise to a 2699.3 penalty) cf.; *Raines v. Coastal Pacific*
17 *Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (2018) (holding that such violations give rise to
18 a Labor Code § 226.3 penalty). Labor Code § 226.3 provides that “[a]ny employer who violates
19 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
20 fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars
21 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
22 provide the employee a wage deduction statement or fails to keep the required in subdivision (a)
23 of Section 226.” As explained in detail above, Defendants failed to provide Plaintiff and the other
24 aggrieved employees with accurate itemized wage statements. Accordingly, to the extent it
25 applies, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 or
26 2699 penalties for Defendant’s violations of Labor Code § 226(a).

27 121. Labor Code § 210 provides that “in addition to, an entirely independent and apart
28 from, any other penalty provided in this article, every person who fails to pay the wages of each

1 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
2 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

5 122. As a result of the faulty compensation policies and practices described in detail
6 above, the State of California is entitled to recover penalties under Labor Code § 210 through
7 PAGA.

8 123. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or
9 causes to be violated...any provision regulating hours and days of work in any order of the
10 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
11 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
12 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
13 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
14 period for which the employee was underpaid...” Based upon the above factual allegations
15 related to overtime violations, Plaintiff and the aggrieved employees are entitled to recover civil
16 penalties under Labor Code § 558 and not any underpaid wages under PAGA. *ZB, N.A. v. Sup.*
17 *Ct.* 8 Cal.5th 175 (2019).

18 124. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
19 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
20 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
21 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
22 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
23 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
24 period for which the employee is underpaid regardless of whether the initial violation is
25 intentionally committed. As set forth above, Defendants failed to compensate Plaintiff and all
26 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
27 to the extent permitted by law Plaintiff and all aggrieved employees are entitled to recover civil
28 penalties for violations of Labor Code § 1197.1.

125. Labor Code § 256 serves as the civil default penalty for a violation of Labor Code section 203 under PAGA and provides for “a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203. *See Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014); *see also Esparza v. KS Industries, L.P.* 13 Cal.App.5th 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the employer’s failure to timely pay wages upon separation was willful is a “civil penalty”). To the extent permitted by law Plaintiff seeks Labor Code § 2699.3 penalties at either the default amount or the amount proscribed by Labor Code § 256 for Defendant’s violations of Labor Code §§ 201 and 202.

126. As described in detail above, Defendants willfully failed to pay Plaintiff and other aggrieved employees whose employment concluded all wages owed, including but not limited to overtime wages and/or all sick wages within the time constraints proscribed in Labor Code §§ 201-202 at the time of their termination/separation. Thus, as result of Defendants’ faulty policies described above, Plaintiff and all aggrieved employees left their employment with Defendants without being compensated for each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, 203, and 256.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. An Order that this action may proceed and be maintained as a Class Action on behalf of the Classes;
2. For compensatory damages in the amount of unpaid overtime wages not paid to Plaintiff, each Class Member from May 22, 2019 and continuing into the present as may be proven;
3. For penalties pursuant to Labor Code § 226(e) for violations of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) for the inaccurate itemized

1 wage statements issued to Plaintiff and the Wage Statement Subclass from November 16, 2022
2 and continuing into the present as may be proven;

3 4. An award to Plaintiff and the Former Employee Class of waiting time penalties in
4 the amount of up to 30 days' wages;

5 5. For restitution for unfair competition pursuant to Business & Professions Code
6 § 17200 to Plaintiff and the Class for actions, including disgorgement of profits, in an amount as
7 may be proven;

8 6. An order enjoining Defendant and its agents, servants, and employees, and all
9 persons acting under, in concert with, or for it from providing Plaintiff and the Proposed Class
10 Members proper compensation for overtime hours worked and/or at the incorrect rate;

11 7. For penalties pursuant to Labor Code section 226 in the amount of Seven Hundred
12 and Fifty Dollars (\$750) and an award of attorneys' fees related to the enforcement of this
13 provision;

14 8. An order enjoining Defendants and its agents, servants, and employees, and all
15 persons acting under, in concert with, or for it requiring Defendant to provide Plaintiff with
16 copies of his pay records within the meaning of Labor Code § 226(a), (b), and (l),

17 9. For penalties pursuant to Labor Code section 1198.5 in the amount of Seven
18 Hundred and Fifty Dollars (\$750) and an award of attorneys' fees related to the enforcement of
19 this provision;

20 10. An order enjoining Defendants and its agents, servants, and employees, and all
21 persons acting under, in concert with, or for it requiring Defendant to provide Plaintiff with
22 copies of his personnel file within the meaning of Labor Code § 1198.5,

23 11. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
24 employees because of Defendants' violation of Labor Code §§ 201, 202, 203, 204, 210, 226,
25 226.3, 246, 256, 510, 558, 1197, 1197.1, 1198, and IWC Wage Order Nos. 13-2001 and 14-2001;

26 12. An award of pre-judgment and post judgment interest as applicable;

27 13. An award providing for payment of costs of suit;

1 14. An award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and
2 Labor Code §§ 203, 218.5, 226, 1198.5, 2699 et seq. ("PAGA") and any other applicable statute
3 and/or as permitted by law;

4 15. Such other and further relief as this Court may deem proper and just.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff hereby demands a trial of his claims by jury except for cause of action number
7 four (unfair competition) and seven (PAGA) for which no jury trial is available by law.

8
9
10 DATED: January 22, 2024

WINSTON LAW GROUP, P.C.

11 By: 
12 DAVID S. WINSTON
13 Attorneys for Plaintiff, the Proposed
14 Classes, and the aggrieved employees