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Attorney for Plaintiff SANDRA NIEVES, as representative of the State of California and the Labor and Workforce Development Agency (“LDWA”), and on behalf of herself and other current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANDRA NIEVES,

Plaintiff,

v.

NEKTER JUICE BAR, INC; COALINGA
VALLEY MANAGEMENT, INC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **24TRCV00600**

COMPLAINT FOR DAMAGES

1. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code §§ 204, 510, 1182.12, 1194, and 1194.2 (Recovery of Unpaid Minimum Wage and Overtime);
2. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code §§ 226.7 and 512 (Meal Period Violations);
3. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code § 226.7 (Rest Period Violations)
4. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code § 226 (Failure to Issue Accurate Itemized Wage Statements);
5. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code § 2802 (Failure to Reimburse for Necessary Business Expenditures);
6. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code §§ 201–203 (Failure to Pay Wages Due at Separation of Employment)

Electronically FILED by
Superior Court of California,
County of Los Angeles
2/21/2024 1:42 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Horan, Deputy Clerk

1 Plaintiff, SANDRA NIEVES (“Plaintiff”), as a representative of the State of California
2 and the Labor and Workforce Development Agency (“LDWA”), and on behalf of herself and
3 other current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
6 she seeks to represent (“Aggrieved Employees”). Aggrieved Employees consists of all non-
7 exempt, hourly-paid employees, currently and/or formerly employed by Defendant Coalinga
8 Valley Management Inc. (“Defendants”) in the State of California during the Class Period. The
9 term “Class Period” is defined as one year and sixty-five days prior to the filing of the initial
10 complaint in this action through judgment. Plaintiff reserves the right to amend this complaint to
11 reflect a different “Class Period” as further discovery is conducted.

12 2. Plaintiff, individually, and on behalf of Aggrieved Employees, seeks relief against
13 Defendant, for Defendant’s practices of violating the applicable Industrial Welfare Commission
14 Wage Order, Code of Regulations, and California Labor Codes, including: (1) Violation of Labor
15 Code §§ 204, 510, 1182.12, 1194, and 1194.2 for Recovery of Unpaid Minimum Wage, Overtime,
16 and Double Time, (2) Violation of Labor Code §§ 226.7, and 512, and California Wage Order
17 No. 5–2001 for Meal Period Violations, (3) Violation of Labor Code § 226.7, and California
18 Wage Order No. 5–2001 for Rest Period Violations, (4) Violation of Labor Code § 226 for Failure
19 to Issue Accurate Itemized Wage Statements, (5) Violation of Cal. Labor Code § 2802 for Failure
20 to Reimburse for Necessary Business Expenditures, (6) Violation of Labor Code §§ 201, 202, and
21 203 for Failure to Pay Wages Due at Separation of Employment,. These violations concern
22 current and past employees of Defendant.

23 3. At all relevant times herein, Defendant has consistently maintained and enforced
24 against Aggrieved Employees the unlawful practices and policies set forth herein.

25 **JURISDICTION AND VENUE**

26 4. Venue is proper in this judicial district and the County of Los Angeles, pursuant
27 to the California Code of Civil Procedure, sections 395 and 395.5, because the acts that give rise
28 to the causes of action alleged herein occurred in this county.

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

6 6. The California Superior Court has jurisdiction over this matter because the
7 individual claims are under the seventy-five thousand dollar (\$75,000.00) individual
8 jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional
9 threshold for federal court; and upon information and belief, Plaintiff and Defendants are residents
10 of and/or domiciled in the State of California. Further, there is no federal question at issue, as the
11 issues herein are based solely on California statutes and law, including the California Labor Code,
12 Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, California
13 Rules of Court, and the Business & Professions Code. Thus, the above-entitled court maintains
14 appropriate jurisdiction over this matter.

15 **ADMINISTRATIVE PREREQUISITE**

16 7. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a
17 cause of action under the Private Attorneys General Act (“PAGA”) only after giving notice to the
18 Labor and Workforce Development Agency (“LWDA”) and the employer of the alleged Labor
19 Code violations, and after receiving notice from the LWDA of its intention not to investigate, or
20 after sixty-five (65) days have passed without notice from the LWDA.

21 8. Prior to filing this complaint, Plaintiff Sandra Nieves gave written notice on
22 December 11, 2023, by electronic filing to the LWDA and by certified mail to Defendants, of the
23 specific provisions alleged to have been violated by Defendants, including the facts and theories
24 to support the alleged violations as required by Labor Code section 2699.3. Plaintiff was given
25 an LWDA case LWDA-CM-999113-23. Attached herein as **Exhibit A** is a true and correct copy
26 of Plaintiff’s original notice provided to the LWDA on December 6, 2023.

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9. Accordingly, Plaintiff files this complaint upon the expiration of the sixty-five (65) day period for the LWDA to provide notice of its intent to investigate Plaintiff's claims.

THE PARTIES

Plaintiff

10. Plaintiff was employed by Defendant from on or about April 9, 2021 until on or about May 19, 2023 at Defendant's Redondo Beach, California location. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt, hourly position as a manager, and was entitled to compensation for all hours worked, including overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant within the four (4) years prior to the commencement of this action.

11. Each of the Aggrieved Employees consists of identifiable, current, and/or former similarly situated persons who were employed by Defendant in California during the Class Period.

Defendant

12. Plaintiff is informed and believes that Coalinga Valley Management Inc., is a California Corporation retail business with facilities located in Los Angeles, California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, and at all times herein mentioned have regularly conducted business in the State of California.

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

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,

are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

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

FACTUAL ALLEGATIONS:

16. Plaintiff and Aggrieved Employees are, and at all times relevant herein, have been non-exempt employees within the meaning of the California Labor Code, and California Wage Order No. 5–2001 of the Industrial Welfare Commission. Defendant is, and at all times relevant herein, have been an “employer” within the meaning of state law and California Wage Order No. 5–2001 of the Industrial Welfare Commission.

17. Defendant owns and operate a juice bar in Redondo Beach, California. Plaintiff and Aggrieved Employees were employees of the business and Plaintiff worked primarily as a manager from on or about April 9, 2021 until on or about May 19, 2023.

18. During the Class Period, Defendant was required to pay Plaintiff and Aggrieved Employees overtime compensation for any and all hours in excess of eight (8) hours in a workday or forty (40) hours in a workweek, and double time wages for any and all hours worked in excess of twelve (12) hours in a workday.

19. Defendant required Plaintiff and Aggrieved Employees to don their work uniforms prior to clocking in for their shift and doff their work uniforms after clocking out for their shift. Thus, Defendant failed to compensate Plaintiff and Aggrieved Employees for the time spent donning and doffing their work uniforms. Additionally, Defendant required Plaintiff and Aggrieved Employees to work during their meal periods or forego them altogether, yet still deducted thirty minutes of pay thereby failing to compensate Plaintiff and Aggrieved Employees

for all hours worked. Further, Defendant required Plaintiff and Aggrieved Employees to work “off the clock” hours while performing their work duties.

20. During the Class Period, Defendant was required to permit Plaintiff and Aggrieved Employees to take one (1) uninterrupted thirty (30) minute meal period prior to the sixth (6th) hour of work. A second meal period of not less than thirty (30) minutes is required if an employee works more than ten (10) hours in a workday. Defendant was also required to permit Plaintiff and Aggrieved Employees to take one (1) ten (10) minute rest period for every four (4) hours or major fraction thereof worked.

21. Due to the work requirements and demands of the Defendant, Plaintiff and Aggrieved Employees were unable to take timely meal periods and the rest periods to which they were entitled. Defendant failed to implement meal and rest break policies and prioritized work responsibilities over providing requisite meal and rest breaks to Plaintiff and Aggrieved Employees.

22. Plaintiff and Aggrieved Employees were instructed by Defendant as to when to take their meal periods and were often asked to help out during their meal and rest breaks by Defendant.

23. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner so as to ensure proper provision of meal and rest periods. Plaintiff and Aggrieved Employees’ meal and rest periods were often interrupted or cut short by work duties and at times Plaintiff and Aggrieved Employees were required to forego meal and rest periods altogether.

24. When Plaintiff and Aggrieved Employees were prevented from taking compliant meal and rest periods, Defendant failed to compensate with a premium pay for every missed meal period and failed to compensate with a premium pay on all workdays on which one or more rest periods were missed.

25. During the Relevant Time Period, Defendant was required to provide Plaintiff and Aggrieved Employees with complete and accurate wage statements.

26. As discussed above, Plaintiff and Aggrieved Employees were not paid for all hours worked nor were they compensated premium pay for all meal and rest period violations.

1 27. Accordingly, Plaintiff and Aggrieved Employees were provided inaccurate wage
2 statements as they omitted the aforementioned hours of work and rates of pay. Therefore,
3 Defendant furnished Plaintiff and Aggrieved Employees wage statements with an inaccurate
4 number of hours worked, inaccurate gross and net wages, and inaccurate corresponding number
5 of hours worked at each hourly rate.

6 28. During the Relevant Time Period, Defendant was required to reimburse Plaintiff
7 and Aggrieved Employees for any and all necessary business expenditures.

8 29. Defendant required Plaintiff and Aggrieved Employees to wear work uniforms
9 bearing Defendant's name and logo. Defendant also required Plaintiff and Aggrieved Employees
10 to maintain and wash their work uniforms on their own time and at their own expense.

11 30. Defendant failed or refused to reimburse Plaintiff and Aggrieved Employees for
12 maintaining and washing their work uniforms.

13 31. At the time of Plaintiff and Aggrieved Employees' separation from employment,
14 Defendant was required to compensate Plaintiff and Aggrieved Employees for all wages earned
15 and owed.

16 32. Defendant failed to compensate Plaintiff and Aggrieved Employees for all wages
17 owed at the time their employment ended as Plaintiff and Aggrieved Employees were not
18 compensated for all hours worked, nor at the proper overtime and/or double time rates for
19 applicable hours and they were owed as much at the time their employment ended. Plaintiff and
20 Aggrieved Employees were also owed compensation in the form of premium pay for the times
21 they did not receive compliant meal and rest periods as well as reimbursements for necessary
22 business expenditures.

23 33. Plaintiff and Aggrieved Employees are owed regular wages, overtime wages,
24 double time wages, premium payments, reimbursements, and waiting time penalties, all in
25 violation of Labor Code section 2698 et seq.

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FIRST CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYH GENERAL ACT FORFAILURE TO
PAY ALL WAGES**

(Labor Code §§ 204, 510, 1182.12, 1194, 1194.2)

(Plaintiff Against All Defendants)

34. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

35. Pursuant to Labor Code § 1182.12, notwithstanding any other provision of the Labor Code, hourly minimum wage rates are set for all industries according to statute. Labor Code section 1194 requires that employers pay employees no less than minimum wage for each hour worked.

36. Labor Code section 510, subdivision (a), mandates that any work in excess of eight (8) hours in a workday and any work in excess of forty (40) hours in a workweek be compensated at a rate of no less than one and one-half times the regular rate of pay. Also, that any work in excess of twelve (12) hours in a workday be compensated at a rate twice the regular rate of pay.

37. Defendant required Plaintiff and Aggrieved Employees to don and doff their required work uniforms off the clock and work during meal periods for which they were not compensated. Further, Defendant required Plaintiff and Aggrieved Employees to work “off the clock” hours while performing their work duties.

38. Pursuant to Labor Code sections 510, 1182.12, and 1194, the Plaintiff and Aggrieved Employees are owed minimum, overtime, and double time wages which they earned and accrued one year and sixty-five days prior to filing this complaint, according to proof.

39. Plaintiff seeks recovery of civil penalties individually, on behalf of the Aggrieved Employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197, 1198 and pursuant to Labor Code section 1197.1 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes

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1 40. Plaintiff, individually and on behalf of the Aggrieved Employees and the State of
2 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699(g) and Code
3 of Civil Procedure section 1021.5.

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
6 **PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF**

7 **(Labor Code §§ 226.7 and 512)**

8 **(Plaintiff Against All Defendants)**

9 41. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
10 fully set forth herein.

11 42. Labor Code sections 226.7 and 512, and Industrial Welfare Commission (IWC)
12 Wage Order No. 5–2001, section 11, provide that no employer shall employ any person for a
13 work period of more than five (5) hours without providing an uninterrupted meal period of at least
14 thirty (30) minutes. Further, when an employer fails to provide an employee a required meal
15 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
16 pay for each workday that a required meal period is not provided. Section (A) of IWC Wage
17 Order 5–2001 requires the employer to relieve employees of all duties for meal periods. If an
18 employer fails to relieve employees of all work duties for meal periods, the meal period is
19 considered "on duty" and in order to be legally compliant an employer must establish the criteria
20 for an on-duty meal period.

21 43. Plaintiff alleges that Defendant failed or refused to provide legally compliant meal
22 periods. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner as to
23 ensure provision of proper meal periods and instructed them to take their first meal period after
24 their sixth (6th) hour of work had already commenced. Further, Defendant failed to relieve
25 Plaintiff and Aggrieved Employees of all work duties to take their meal periods, requiring them
26 to work through their lunch breaks.

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1 51. Labor Code section 226.7 and IWC Wage Order No. 5–2001, section 12, require
2 that employers allow all employees a ten (10) minute rest period for every four (4) hours worked,
3 or major fraction thereof. Further, when an employer fails to provide an employee with required
4 rest periods, the employer must pay the employee one (1) hour of pay at the employee’s regular
5 rate of pay for each workday that at a required rest period is not provided.

6 52. Plaintiff alleges that Defendant failed or refused to provide legally compliant rest
7 periods. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner as to
8 ensure provision of proper rest periods and make available rest periods and failed to relieve
9 employees from all work duties thereby preventing employees from taking the requisite rest
10 periods. Thus, Defendant denied Plaintiff and Aggrieved Employees their lawfully required rest
11 periods resulting in Plaintiff and Aggrieved Employees being forced to work during rest periods
12 and forego them altogether.

13 53. Further, Defendants failed to provide premium compensation of one (1) hour of
14 regular pay to Plaintiff and Aggrieved Employees for each day a rest period was missed as
15 required by law. As such, Defendants intentionally and improperly denied rest periods to Plaintiff
16 and Aggrieved Employees in violation of Labor Code section 226.7 and IWC Wage Order No.
17 5–2001.

18 54. Throughout the class period, Plaintiff and Aggrieved Employees worked more
19 than three and one-half (3 ½) hours per shift with no rest breaks. Pursuant to Labor Code section
20 226.7, Plaintiff and Aggrieved Employees are entitled to damages in the amount equal to one (1)
21 hour of wages at their regular rate of pay for each workday in which a rest period was missed, in
22 an amount according to proof at trial.

23 55. Defendant's Labor Code violations have caused Plaintiff and the aggrieved
24 employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
25 but will be ascertained according to proof at trial.

26 56. Plaintiff, individually and on behalf of the aggrieved employees and the state of
27 California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
28 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

1 57. Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
2 subdivision (g) and Code of Civil Procedure section 1021.5.

3 **FOURTH CAUSE OF ACTION**

4 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
5 **PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

6 **(Labor Code §226)**

7 **(Plaintiff Against all Defendants)**

8 58. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
9 fully set forth herein.

10 59. Labor Code section 226, subdivision (a), requires that “at the time of each payment
11 of wages,” employers furnish employees with “an accurate itemized statement” that includes,
12 inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly
13 rates in effect during the pay period and the corresponding number of hours worked at each hourly
14 rate.

15 60. Defendants knowingly and intentionally failed to provide Plaintiff and Aggrieved
16 Employees wage statements in compliance with Labor Code section 226, because said statements
17 contained inaccurate gross wages earned, an inaccurate number of total hours worked, inaccurate
18 net wages earned, and an inaccurate number of hours worked at each hourly rate.

19 61. As discussed above, Plaintiff and Aggrieved Employees were required to take their
20 meal periods late, cut them short, and/or work through them. Plaintiff and Aggrieved Employees
21 were also not authorized and permitted to take complaint rest periods, entitling them to premium
22 compensation which was missing from their wage statements. Defendant further deducted thirty
23 (30) minute meal periods each workday even though Plaintiff and Aggrieved Employees were
24 not relieved of all work duties during meal periods and were required to perform work duties
25 during meal periods. Additionally, Defendant would edit Plaintiff and Aggrieved Employees’
26 time on their timecards thereby intentionally providing inaccurate wage statements. At times.
27 Defendant also tried to pay Plaintiff and Aggrieved Employees in cash for their shifts and omit
28 those hours from their wage statements thus adding further inaccuracies to Plaintiff’s and

Aggrieved Employees' wage statements.

62. Consequently, Plaintiff and Aggrieved Employees' wage statements reflected an inaccurate number of total hours worked, an inaccurate number of hours worked at each hourly rate, and inaccurate gross and net wages earned.

63. Pursuant to Labor Code section 226, subsection (e)(2)(A)(B), "[a]n employee is deemed to suffer injury...if the employer fails to provide a wage statement [and] an employee is deemed to suffer injury if the employer failed to provide accurate and complete information as required." Labor Code section 226, subdivision (e)(1), provides that employees suffering injury as a result of the employers failure to comply with section 226, subsection (a), are "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."

64. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

65. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code sections 226, 1174, and pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

66. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

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FIFTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO
REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

(Labor Code § 2802)

(Plaintiff Against All Defendants)

67. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

68. Labor Code section 2802, subdivision (a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

69. Defendants required Plaintiff and Aggrieved Employees to maintain and wash their work uniforms on their own time and at their own expense. Defendants failed or refused to reimburse Plaintiff and Aggrieved Employees for the time and cost of maintaining and washing their work uniforms.

70. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

71. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

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SIXTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO
PAY WAGES AT THE SEPARATION OF EMPLOYMENT**

(Labor Code § 201-203)

(Plaintiff Against All Defendants)

72. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

73. At the time that Plaintiff's and any of the Aggrieved Employees' employment ended, they were entitled to timely compensation of regular, overtime, and double time wages for all hours worked, premium compensation for all missed meal and rest periods, and reimbursement for necessary business expenditures.

74. At the cessation of Plaintiff's and certain Aggrieved Employees' employment, Defendant failed or refused to compensate Plaintiff and certain Aggrieved Employees for all hours worked, any missed meal or rest periods, and necessary business expenditures.

75. Pursuant to Labor Code section 203 subdivision (a), "If an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

76. In violation of the Labor Code and IWC Wage Orders, Defendant failed to timely pay all wages due to Plaintiff and the aggrieved employees upon separation of employment. Specifically, Defendant failed to pay Plaintiff and the aggrieved employees all minimum, regular, and overtime wages owed immediately upon termination or within 72 hours of resignation as a result of their unfair rounding practices, among other things.

77. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

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78. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved employees and the State of California for violations of Labor Code sections 201, 202, and 203 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

79. Plaintiff, individually and on behalf of the aggrieved employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For civil penalties pursuant to the PAGA in an amount according to proof;
2. For reasonable attorney's fees and costs, pursuant to the PAGA and California Code of Civil Procedure section 1021.5; and
3. That the Court award such other and further relief as this Court may deem appropriate.

Dated: February 20, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff SANDRA NIEVES

EXHIBIT A



Laura Theriault, Esq.
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December 6, 2023

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL #7019 2280 0002 0214 4613

Return Receipt Requested

Nekter Juice Bar Inc.
1101 Kings Road
Newport Beach, CA 92663

VIA CERTIFIED MAIL #7019 2280 0002 0214 4620

Return Receipt Requested

Nekter Juice Bar Inc.
2488 Newport Blvd, Suite A
Cosa Mesa, CA 92627

VIA CERTIFIED MAIL #7019 2280 0002 0214 4637

Return Receipt Requested

Coalinga Valley Management Inc.
7161 Citrus Valley Ave.
Eastvale, CA 92880

VIA CERTIFIED MAIL #7019 2280 0002 0214 4644

Return Receipt Requested

Prashant Sehgal – Agent for Service of Process
7161 Citrus Valley Ave.
Eastvale, CA 92880

Re: Sandra Nieves v. Nekter Juice Bar Inc. et al

NOTICE OF LABOR CODE VIOLATIONS
PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.

To: Labor and Workforce Development Agency; Nekter Juice Bar Inc. and Coalinga Valley Management Inc.

From: Sandra Nieves, on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Sandra Nieves ("Ms. Nieves"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies

Nekter Juice Bar Inc. and Coalinga Valley Management Inc. ("Employer") are California corporations. Ms. Nieves began working for Employer on or about April 9, 2021 until on or about May 19, 2023.

Ms. Nieves alleges that Employer violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 by:

- a) failing to pay Ms. Nieves and aggrieved employees all wages owed, including overtime and double time wages,
- b) failing to provide Ms. Nieves and aggrieved employees with compliant meal periods or premium compensation in lieu thereof,
- c) failing to provide Ms. Nieves and aggrieved employees with rest periods or premium compensation in lieu thereof,
- d) failing to provide Ms. Nieves and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records,
- e) failing to reimburse Ms. Nieves and aggrieved employees for necessary business expenditures, and
- f) failing to pay all wages earned and owed upon termination or separation of employment.

Ms. Nieves and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Ms. Nieves and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

Employer failed to compensate Ms. Nieves and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Employer required Ms. Nieves and aggrieved employees to don and doff their mandatory work uniforms before and after clocking in and out for their shift each workday. Additionally, Defendant deducted thirty minutes of pay from Ms. Nieves and aggrieved employees on workdays in which they were not authorized or permitted to take a meal period. Employer also adjusted Ms. Nieves and aggrieved employees' timecards to deduct hours worked and/or failed or refused to pay them for certain hours worked.

Accordingly, since Ms. Nieves and aggrieved employees were not paid at all for the time they spent working, Employer failed to compensate them at the applicable wage rate. To the extent that Ms. Nieves and aggrieved employees already worked eight-hour shifts, the additional time spent working is compensable at the applicable overtime wage rate.

Employer's failure to pay Ms. Nieves and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above, is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Ms. Nieves and aggrieved employees with compliant meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Ms. Nieves and aggrieved employees were instructed by Employer as to when to take their meal period and were not permitted to do so unless and until instructed by Employer. Employer frequently instructed Ms. Nieves and aggrieved employees to take their meal periods late, after their sixth hour of work had commenced. Additionally, Employer often interrupted Ms. Nieves' and aggrieved employees' meal periods by requiring they perform work duties during their meal break. At times, Employer required Ms. Nieves and aggrieved employees to work through their meal periods yet still deducted thirty minutes pay even though no meal period was had. As such, Ms. Nieves and aggrieved employees were unable to take compliant meal periods due to the workload and demands of Employer combined with understaffing. Employer failed to schedule Ms. Nieves and aggrieved employees in such a manner so as to ensure they were able to take their requisite meal periods.

When Ms. Nieves and aggrieved employees were not provided with compliant meal periods, there were not compensated with one hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Ms. Nieves and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of Employer, Ms. Nieves and aggrieved employees were prohibited from taking compliant rest periods. Employer failed to staff the restaurant and schedule Ms. Nieves and aggrieved employees in such a manner so as to ensure they were authorized and permitted to take rest periods. When Ms. Nieves and aggrieved employees did attempt to take rest breaks, Employer interrupted and instructed Ms. Nieves and aggrieved employees to continue working due to business volume. Ms. Nieves and aggrieved employees were not compensated with one hour of pay at their regular rate of pay for each day that a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Ms. Nieves and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Ms. Nieves and aggrieved employees for all hours worked, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer's wage statements reflected an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Ms. Nieves and aggrieved employees for necessary business expenditures

Pursuant to Labor Code section 2802, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Employer required Ms. Nieves and aggrieved employees to wear uniforms bearing Employer's name and/or logo. Employer also required Ms. Nieves and aggrieved employees to wash and maintain said uniforms on their own time and at their own expense.

Employer's failure to reimburse Ms. Nieves and aggrieved employees for all necessary business expenditures, specifically washing and maintaining their work uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

F. Employer failed to pay Ms. Nieves and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time that Ms. Nieves and Aggrieved Employees resigned or were terminated, Employer failed to compensate them for all wages earned and owed as well as for meal and rest premiums and reimbursement for work expenses as described herein.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Accordingly, Ms. Nieves and Aggrieved Employees are entitled to thirty days of waiting time penalties.

G. Reservation of Rights

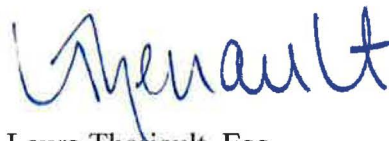
The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Nieves becomes aware of additional compensation owed or losses incurred by Ms. Nieves or by any other aggrieved employee of the Employer, Ms. Nieves expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

CONTINUED ON NEXT PAGE

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

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Laura Theriault, Esq.
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Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.
MAHONEY LAW GROUP, APC