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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE

Ferry Mendoza, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

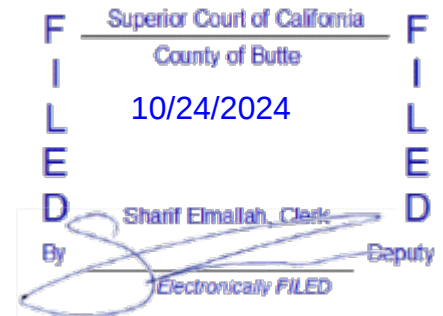
Baughner Ranch Organics, Inc., a California
Corporation; and **Does 1-10**, inclusive;

Defendants.

CASE NO. **24CV03603**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1) Failure to Pay Minimum Wages;
- 2) Failure to Pay Overtime Wages;
- 3) Failure to Provide Meal Periods;
- 4) Failure to Provide Rest Periods;
- 5) Failure to Provide Sick Leave;
- 6) Failure to Provide and Maintain Complete and Accurate Wage Statements;
- 7) Failure to Maintain Accurate Records;
- 8) Failure to Reimburse Necessary Business Expenses;
- 9) Failure to Timely Pay All Wages



**During Employment;
10) Failure to Pay All Wages Upon
Termination (Waiting Time
Penalties);
11) PAGA Penalties; and
12) Violation of California Business &
Professions Code §§ 17200, et seq.**

Jury Trial Requested

1 Plaintiff hereby brings this action on behalf of himself and all other similarly situated
2 current and former employees, by and through his counsel of record, alleges as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff Ferry Mendoza, (“Plaintiff”) is a
5 resident of Butte County, California. Plaintiff began his employment in or around September
6 2023 to on or around November 1, 2023 where he worked as a forklift operator. Plaintiff was
7 subject to the policies and practices described in this complaint at all times during his
8 employment at Defendant.

9 2. Defendant Baugher Ranch Organics (“Baugher Ranch Organics”) is a California
10 corporation with a principal place of business of 7030 County Road 25 Orland, California 95963.
11 On information and belief, employs at least 68 hourly, non-exempt employees.

12 3. Plaintiff is not currently aware of the names and true identities of defendants Does
13 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
14 when this information is available. Each Doe defendant is responsible for the damages alleged
15 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
16 through the conduct of others. All further references in this complaint to any of the named
17 Defendants includes the fictitiously named defendants.

18 4. At all times alleged herein, each Defendant was an agent, servant, joint employer,
19 employee, partner, and/or joint venture of every other Defendant and was acting within the scope
20 of the Defendant’s relationship, and/or the conduct of every Defendant was ratified by each other
21 Defendant.

22 **VENUE AND JURISDICTION**

23 5. The court has jurisdiction over all causes of action in this complaint pursuant to
24 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies
25 solely on California statutes and law, including the Labor Code and the Business & Professions
26 Code. Because putative class members were employed by Defendant, the policies and practices
27 complained of herein were implemented in Butte County, and Defendant transact business within
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1 Butte County, Defendant is within the jurisdiction of the court for service of process. Moreover,
2 Business & Professions Code § 17204 provides that any person acting on their own behalf may
3 bring an action in any court of competent jurisdiction.

4 6. Venue as to Defendant is proper in this Superior Court pursuant to California Code
5 of Civil Procedure § 395. The unlawful acts alleged have directly affected Plaintiff in Butte
6 County, where Plaintiff provided services for Defendant and where he was injured by Defendant's
7 failure to comply with the Labor Code mandates discussed in this Complaint. Accordingly, this
8 Court maintains appropriate jurisdiction over this dispute.

9 **CLASS ACTION ALLEGATIONS**

10 7. As a matter of uniform and systemic policy, Defendant failed to authorize and/or
11 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code §
12 226.7.

13 8. Defendant has consistently denied their non-exempt employees the opportunities
14 to take compliant 30-minute meal periods in accordance with California's Labor Code. Upon
15 information and belief, Class Members, including Plaintiff, were required to interrupt their meal
16 periods to operate machinery, otherwise interrupt or cut short their meal periods, or remain on
17 duty and under Defendant's control during their meal periods to perform other tasks at
18 Defendant's directions due to Defendant's policies and practices, including their scheduling and
19 staffing practices and policies.

20 9. In the same manner, and as a matter of uniform and systemic policy, Defendant
21 requires non-exempt employees to continue working during their rest periods or otherwise
22 interrupting or cut short their rest periods, or remain on duty and under Defendant's control
23 during their rest periods to perform other tasks at Defendant's directions due to Defendant's
24 policies and practices, including their scheduling and staffing practices and policies.
25 Accordingly, Defendant failed to authorize and permit compliant rest periods as required by law.

26 10. In failing to authorize and/or permit meal and rest periods, Defendant has also
27 implemented a uniform policy of denying compensation in lieu of meal and rest periods to its
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1 non-exempt employees, notwithstanding its actual knowledge that such employees were
2 uniformly denied compliant meal and rest periods.

3 11. As a matter of uniform and systemic policy, Defendant required non-exempt
4 employees to utilize their personal cell phones for work-related purposes, including answering
5 texts and calls from their supervisors while at work or on a break, for purposes of scheduling and
6 re-scheduling future work, being assigned tasks, and general administrative matters. Defendant
7 further failed to compensate its non-exempt employees for reasonable costs associated with
8 utilizing their personal cell phones for work-related purposes.

9 12. As a matter of uniform and systemic policy, Defendant failed to provide its non-
10 exempt employees with accurate itemized wage statements in accordance with California's
11 Labor Code. Upon information and belief, Defendant failed to furnish Plaintiff, or Class
12 Members, either semimonthly or at the time of each payment of wages, either as a detachable
13 part of the check or separately, an accurate, itemized statement in writing showing sick pay,
14 gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates
15 for which the Plaintiff worked, including the unpaid premium payments owed to the Class for
16 their missed meal and rest breaks.

17 13. Plaintiff therefore brings this action on behalf of himself and as a class action on
18 behalf of the following defined Class:

19 **Non-Exempt Employee Class:**

20 *All persons who worked at least one 3.5-hour shift as a non-exempt employee in*
21 *the State of California from the period four years prior to the filing of the Action*
22 *and the date of trial ("Class" or "Class Period").*

23 14. Common methods of proof exist for determining these issues on a class-wide
24 basis, including but not limited to, Defendant's employment records, payroll records, timesheets,
25 policies, and disciplinary records.

26 15. **Numerosity.** Plaintiff is informed and believes that, during the class period, at
27 least 68 Class Members have been employed as non-exempt employees by Defendant within the
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1 state of California. The number of Class Members is sufficiently numerous such that joinder of
2 all members is impossible or impracticable.

3 16. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all
4 other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job
5 duties were typical of Class Members in all relevant respects.

6 17. **Adequacy.** There are no material conflicts between the claims of the
7 representative Plaintiff and Class Members that would make class certification inappropriate.
8 Plaintiff understands his obligation to inform the Court of any relationship, conflicts, or
9 differences with any Class Member. Plaintiff will fairly and adequately protect the interests of
10 the Class Members. Plaintiff is invested in redressing Defendant's illegal practices on behalf of
11 all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class
12 action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in
13 the rules governing class action discovery, certification, and settlement, and will vigorously
14 assert the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs
15 and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of
16 this action for the substantial benefit of each Class Member.

17 18. **Existence and Predominance of Common Issues.** Common questions of law
18 and fact exist as to all Class Members and predominate over issues affecting individual Class
19 Members, including, but not limited to:

- 20 a. Whether Defendant had a common policy and/or practice of depriving
21 Plaintiff and Class Members of required minimum and overtime wages;
22 b. Whether Defendant unlawfully and/or willfully failed to compensate
23 Plaintiff and Class Members required minimum and overtime wages;
24 c. Whether Defendant had a common policy and/or practice of depriving
25 Plaintiff and Class Members of compliant, off-duty meal and/or rest
26 periods;
27 d. Whether Defendant unlawfully and/or willfully deprived Plaintiff and
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- 1 Class Members of compliant, off-duty meal and/or rest periods;
- 2 e. Whether Defendant had a common policy and/or practice of failing to
- 3 maintain accurate payroll records in the State of California;
- 4 f. Whether Defendant unlawfully and/or willfully failed to maintain accurate
- 5 payroll records in the State of California;
- 6 g. Whether Defendant had a common policy and/or practice of failing to
- 7 provide accurate wage statements reflecting hours worked and wages
- 8 earned to Plaintiff and Class Members;
- 9 h. Whether Defendant unlawfully and/or willfully failed to provide accurate
- 10 wage statements reflecting hours worked and wages earned to Plaintiff and
- 11 Class Members;
- 12 i. Whether Defendant had a common policy and/or practice of failing to
- 13 reimburse Plaintiff and Class Members for reasonable business expenses;
- 14 j. Whether Defendant unlawfully and/or willfully failed to reimburse
- 15 Plaintiff and Class Members for reasonable business expenses;
- 16 k. Whether Plaintiff and Class Members sustained damages as a result of any
- 17 of the aforementioned violations, and, if so, the proper measure of those
- 18 damages, including interest, penalties, costs, attorneys' fees, and equitable
- 19 relief; and
- 20 l. Whether Defendant violated the Unfair Competition Law, Cal. Bus. &
- 21 Prof. Code § 17200, et seq., by violating the above provisions of law.

22 19. **Superiority.** A class action is superior to other available means for the fair and

23 efficient adjudication of this dispute. The damages suffered by individual Class Members, while

24 substantial, are small compared to the burden and expense of individual prosecution of the

25 complex and expensive litigation necessary to address Defendant's conduct. Even if Class

26 Members themselves could afford individual litigation, the court system would be overwhelmed

27 by individual lawsuits if all Class Members sought redress. In addition, individualized litigation

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1 increases the delay and expense to all parties and to the court system resulting from the complex
2 legal and factual issues of this case. Individualized litigation also presents a potential for
3 inconsistent or contradictory judgments. By contrast, the class action device presents far fewer
4 management difficulties; it allows the hearing of claims which might otherwise go unaddressed
5 because of the relative expense of bringing individual lawsuits, and it provides the benefits of
6 single adjudication, economies of scale, and comprehensive supervision by a single court.
7 Plaintiff contemplates providing notice to members of the Class identified through Defendant's
8 records.

9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

12 ***Failure to Pay Minimum Wages for All Hours Worked***

13 **(Plaintiff and Class Against Defendants)**

14 20. Plaintiff repeats and incorporates by reference all allegations contained in the
15 preceding paragraphs as if fully set forth herein.

16 21. California law requires employers to compensate employees for all time that an
17 employee is "suffered or permitted to work," which includes all time "when any employer
18 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal.
19 4th 575, 583 (2000), as modified (May 10, 2000); see also Code Regs. tit. 8, § 11070 ("Hours
20 worked' means the time during which an employee is subject to the control of an employer and
21 includes all the time the employee is suffered or permitted to work, whether or not required to do
22 so.").

23 22. Defendant failed to compensate Plaintiff and the Class for all hours worked
24 because Defendant had a policy and/or practice whereby they required and/or pressured Class
25 Members to work under Defendant's control while off-the-clock. Accordingly, Defendant failed
26 to pay Plaintiff or Class Members for all hours worked where they were under the control of
27 Defendant. Upon information and belief, Defendant failed to pay Class Members all minimum
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1 wages for other compensable time.

2 23. As a result of Defendant's failure and refusal to comply with California law,
3 Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid
4 time, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

5 **SECOND CAUSE OF ACTION**

6 ***California Labor Code §§ 510 and 1198***

7 ***Unpaid Overtime***

8 **(Plaintiff and Class Against Defendants)**

9 24. Plaintiff incorporates by reference every allegation in this complaint as if fully set
10 forth herein.

11 25. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ
12 persons without compensating them at a rate of pay either time-and-one-half or two-times that
13 person's regular rate of pay, depending on the number of hours worked by the person on a daily
14 or weekly basis.

15 26. Plaintiff and Class Members who work more than eight hours in a day or more
16 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours
17 worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's
18 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
19 employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v.*
20 *Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

21 27. Throughout the Class Period, Plaintiff and other Class Members were not paid
22 overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess
23 of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a
24 workweek, and in excess of forty hours in a week due to the off-the-clock work identified above.

25 28. Defendant knew or should have known that Plaintiff and Class Members did not
26 receive full overtime compensation. Because Plaintiff and Class Members sometimes worked
27 shifts of more than eight hours a day or forty hours a week, they should have been adequately
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1 compensated at their appropriate overtime rate of pay. Accordingly, Defendant’s failure to pay
2 overtime compensation resulted in Plaintiff and Class Members being deprived of earned
3 overtime wages.

4 29. Accordingly, Defendant’s failure to pay overtime compensation resulted in
5 Plaintiff and Class Members being deprived of earned overtime wages. Pursuant to Labor Code §
6 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as
7 well as interest, costs, and attorneys’ fees.

8 30. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
9 recover their unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

10 **THIRD CAUSE OF ACTION**

11 ***California Labor Code §§ 226.7, 512(a), and 1198***

12 ***Meal Period Violations***

13 ***(Plaintiff and Class Against Defendants)***

14 31. Plaintiff incorporates by reference every allegation in this complaint as if fully set
15 forth herein.

16 32. At all times relevant to this complaint, Defendant knew it was obligated to
17 provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code
18 §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ
19 an employee for a work period of more than five hours per day without providing the employee
20 with a meal period of not less than 30 minutes. An employer may not employ an employee for a
21 work period of more than 10 hours per day without providing the employee with a second meal
22 period of not less than 30 minutes.”

23 33. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall
24 require an employee to work during any meal period mandated by an applicable order of the
25 IWC. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty
26 during the 30-minute meal period . . . an employer’s obligation is to provide an off-duty meal
27 period: an uninterrupted 30–minute period during which the employee is relieved of all duty.”
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1 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

2 34. Defendant's policies and practices served to deprive the Class of a full 30-minute
3 break period free of employer control or relieved of all duties. Upon information and belief,
4 employees were required to skip breaks, take breaks after the fifth hour of work, work through
5 them or remain under Defendant's control during breaks due to Defendant's policies and
6 practices.

7 35. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as
8 a result of Defendant's formal policies and practices. By failing to consistently provide
9 uninterrupted, off-duty 30-minute meal periods, Defendant violated the Labor Code as to
10 Plaintiff and Class Members.

11 36. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to
12 recover from Defendant an additional hour of pay at their regular rates of pay for each shift in
13 which a required meal period was not provided.

14 **FOURTH CAUSE OF ACTION**

15 ***Labor Code §§ 226.7 and 1198***

16 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

17 **(Plaintiff and Class Against Defendants)**

18 37. Plaintiff incorporates by reference every allegation in this complaint as if fully set
19 forth herein.

20 38. At all times relevant to this complaint, Defendant knew it was obligated to
21 provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

22 39. Labor Code § 226.7 provides:

23 (a) No employer shall require any employee to work during any meal
24 or rest period mandated by an applicable order of the Industrial Welfare
Commission.

25 (b) If any employer fails to provide an employee a meal period or
26 rest period in accordance with an applicable order of the Industrial
27 Welfare Commission, the employer shall pay the employee one
28 additional hour of pay at the employee's regular rate of compensation for
each work day that the meal or rest period is not provided.

1 40. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an
2 employee to work during any rest or meal period mandated by an applicable order of the IWC,
3 including Wage Order No. 1. Employers must authorize and permit employees to be relieved of
4 all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”
5 *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

6 41. Employees must also be free to leave the employer’s premises during their rest
7 period. *See id.* at 270 (“In the context of a 10-minute break that employers must provide during
8 the work period, a broad and intrusive degree of control exists when an employer requires
9 employees to remain on call and respond during breaks. An employee on call cannot take a brief
10 walk—five minutes out, five minutes back—if at the farthest extent of the walk he or he is not in
11 a position to respond. Employees similarly cannot use their 10 minutes to take care of other
12 personal matters that require truly uninterrupted time.”); *see also* Department of Industrial
13 Relations, “Rest Periods,” available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q.
14 Can my employer require that I stay on the work premises during my rest period? A. No, your
15 employer cannot impose any restraints not inherent in the rest period requirement itself.”).

16 42. Defendant failed to authorize or permit all required compliant paid rest periods for
17 shifts between 3.5 and ten hours, or subjected employees to interrupted or shortened rest periods.

18 43. As a direct and proximate result of Defendant’s willful and unlawful conduct,
19 Plaintiff and Class Members have sustained damages, including lost compensation resulting from
20 missed or non-compliant rest periods, in an amount to be established at trial.

21 44. Pursuant to Wage Order No. 4 and Labor Code § 226.7(b), Plaintiff and Class
22 Members are entitled to recover from Defendant an additional hour of pay at their regular rates
23 of pay for each shift that a compliant rest period was not provided. Defendant was aware that
24 their actions were a violation of applicable law but consistently refused to pay premium pay as
25 required by law.

1 **FIFTH CAUSE OF ACTION**

2 ***Violation Of Labor Code §§ 200, 218, 246 Et Seq.***

3 ***Failure To Pay All Paid Sick Leave Wages***

4 ***(Plaintiff and Class Against Defendants)***

5 45. Plaintiff incorporates by reference every allegation in this complaint as if fully set
6 forth herein.

7 46. Defendants knowingly and intentionally failed in their affirmative obligation to
8 pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code
9 section 246 et seq. Paid sick leave earnings constitute wages for purposes of California wage and
10 hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts
11 have recognized that ‘wages’ also include those benefits to which an employee is entitled as a
12 part of his or her compensation, including money, room, board, clothing, vacation pay, and sick
13 pay”].)

14 47. Labor Code section 246(l), in conjunction with Labor Code section 248 et seq.,
15 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales
16 worked by class members, govern how Defendants were required to calculate paid sick leave.

17 48. Defendants failed to pay Plaintiff and class members their paid sick leave wages
18 at one of the lawful rates set forth in the statute or ordinance because Defendants failed to
19 include in their sick leave calculation the additional remuneration received by Plaintiff and class
20 members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

21 49. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid
22 sick leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay
23 Covid-19 Supplemental Sick Leave wages to class members at the correct accrual rate or hourly
24 pay rate in violation of Labor Code sections 246, 248.1, 248.2, and 248 et seq.

25 50. As a result, Defendants violated the Labor Code and are liable to Plaintiff and
26 Class Members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.
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1 compensation was owed. These damages include, but are not limited to, costs incurred
2 calculating the correct net wages for each pay period and the amount of employment taxes that
3 were not paid to state and federal tax authorities.

4 56. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a
5 result of not being provided with an accurate itemized wage statement is entitled to recover the
6 greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one
7 hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§
8 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure
9 Defendant's compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

10 **SEVENTH CAUSE OF ACTION**

11 ***Cal. Labor Code §§ 226; IWC Wage Order No. 1-2001, § 7***

12 ***Failure to Maintain Required Records***

13 ***(Plaintiff and Class Against Defendants)***

14 57. Plaintiff repeats and incorporates by reference all allegations contained in the
15 preceding paragraphs as if fully set forth herein.

16 58. During the Class Period, as part of Defendant's illegal payroll policies and
17 practices to deprive Plaintiff and Class Members of all wages earned and due, Defendant
18 knowingly and intentionally failed to maintain records as required under California Labor Code
19 §§ 226, 1174, and IWC Wage Order No. 1-2001, § 7, including but not limited to the following
20 records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal
21 periods; time records showing when each employee begins and ends each work period; and
22 accurate itemized statements.

23 59. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
24 and Class Members have been damaged in an amount according to proof at trial, and are entitled
25 to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are
26 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
27 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
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1 reasonable attorneys' fees, including but not limited to those provided in California Labor Code
2 § 226(e), as well as other available remedies.

3 **EIGHTH CAUSE OF ACTION**

4 ***California Labor Code § 2802***

5 ***Failure to Reimburse Necessary Business Expenses***

6 **(Plaintiff and Class Against Defendants)**

7 60. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth
8 in this paragraph, all the allegations of this Complaint.

9 61. Labor Code section 2802 provides that “[a]n employer shall indemnify his or his
10 employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or his duties, or of his or his obedience to the directions of
12 the employer.” Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent
13 employers from passing off their cost of doing business and operating expenses on to their
14 employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

15 62. Defendant required non-exempt employees to utilize their personal cell phones for
16 work-related purposes, including answering texts and calls from their supervisors while at work
17 or on a break, scheduling and re-scheduling future work, being assigned tasks, and general
18 administrative matters.

19 63. Defendant further failed to compensate their non-exempt employees for
20 reasonable costs associated with utilizing their personal cell phones for work-related purposes.

21 64. Defendant failed to reimburse a reasonable portion of the Class Members’
22 cellphone related expenses despite requiring the use of the device and/or applications that
23 required a data plan. *See Cochran v. Schwan’s Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144
24 (“We hold that when employees must use their personal cell phones for work related calls, Labor
25 Code section 2802 requires the employer to reimburse them. Whether the employees have cell
26 phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable
27 percentage of their cell phone bills.”). Defendant further failed to reimburse Plaintiff and the
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1 Class Members for the purchase of work-related equipment.

2 65. By unlawfully failing to pay Plaintiff and Class Members, Defendant is liable for
3 a reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable
4 attorneys' fees and costs. Lab. Code § 2802.

5 **NINTH CAUSE OF ACTION**

6 ***Cal. Labor Code § 204***

7 ***Failure to Timely Pay All Wages Earned***

8 **(Plaintiff and Class Against Defendants)**

9 66. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in the preceding paragraphs.

11 67. Pursuant to California Labor Code § 204, Defendant is required to pay employees
12 at least twice a month for all wages earned during the preceding pay period. California Labor
13 Code § 204 mandates that labor performed between the 1st and 15th days, inclusive, of any
14 calendar month shall be paid for between the 16th and the 26th day of the month during which
15 the labor was performed, and labor performed between the 16th and the last day, inclusive, of
16 any calendar month, shall be paid for between the 1st and 10th day of the following month.

17 68. Furthermore, pursuant to California Labor Code § 204, if Defendant utilizes an
18 alternate payday schedule, Defendant is required to pay wages within seven calendar days of the
19 end of the payroll period in which the wages were earned.

20 69. During the Class Period, Defendant has willfully failed to timely pay accrued
21 wages and other compensation to Plaintiff and Class Members in accordance with California
22 Labor Code § 204.

23 70. As a result, Plaintiff and Class Members are entitled to all available statutory
24 penalties, together with interest thereon, as well as other available remedies.

25 71. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
26 and Class Members have been deprived of compensation in an amount according to proof at the
27 time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such
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1 amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code
2 §§ 1194 and 2699.

3 **TENTH CAUSE OF ACTION**

4 ***Lab. Code §§ 201-203***

5 ***Failure To Timely Pay All Wages Due Upon Termination***

6 **(Plaintiff and Class Against Defendants)**

7 72. Plaintiff, on behalf of herself and members of the Waiting Time Penalties Class,
8 realleges and incorporates by reference all previous paragraphs as though fully set forth herein.

9 73. Labor Code § 201 requires an employer who discharges an employee, including
10 through a layoff, to pay all compensation due and owing to the employee "immediately" upon
11 the employee's separation from employment. Labor Code § 202 requires that an employer
12 promptly pay all wages earned and unpaid within 72 hours after an employee resigns from
13 employment.

14 74. California Labor Code § 203 provides that if an employer willfully fails to pay all
15 wages due promptly upon the employee's separation from employment, the employer shall be
16 liable for waiting time penalties in the form of continued compensation for up to 30 days.

17 75. By failing to compensate members of the Waiting Time Penalties, Defendant
18 willfully failed to make timely payment of full wages due to their employees who have
19 separated from employment in violation of Labor Code §§ 201-202.

20 76. As a consequence of Defendant' willful failure to timely pay all wages due,
21 members of the Class are entitled to up to a maximum of 30 days' wages pursuant to Labor Code
22 § 203, plus reasonable attorneys' fees and costs of suit.

23 **ELEVENTH CAUSE OF ACTION**

24 ***Labor Code §§ 558, 2698, et seq.***

25 ***Private Attorneys General Act ("PAGA") Penalties***

26 **(Plaintiff and Class Against Defendants)**

27 77. Plaintiff incorporates by reference all the allegations of this Complaint as though
28

1 fully set forth herein.

2 78. Entitlement to Penalties. Under the California Private Attorneys General Act
3 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action
4 as a private attorney general, on behalf of himself and other current or former employees as well
5 as the general public, to recover penalties for an employer’s violations of the Labor Code and
6 IWC Wage Orders. These penalties are in addition to any other relief available under the Labor
7 Code and are allocated seventy-five percent to the Labor and Workforce Development Agency
8 and twenty-five percent to the affected employees.

9 79. These penalties may be “stacked” separately for each of Defendant’s violations of
10 the Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL
11 2373372, at *17 n.77 (C.D. Cal. June 22, 2012) (“[F]ederal courts applying California law have
12 concluded that stacking is appropriate.”); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-
13 03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016) (“Finally, Plaintiff ignore the
14 potential for stacking of PAGA penalties related to wage-and-hour claims other than the
15 gratuities and expense reimbursement claim, i.e., meal and rest breaks, minimum wage and
16 overtime, and workers’ compensation.”).

17 80. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by
18 Defendant during the applicable statutory period and suffered the Labor Code violations alleged
19 herein. Accordingly, he seeks to recover, on behalf of himself and all other current and former
20 aggrieved employees of Defendant, the civil penalties provided by PAGA, including civil
21 penalties for Defendant’s violations of Labor Code §§ 96, 98.6, 201, 202, 203, 204, 226, 226.3,
22 226.7, 227.3, 232, 232.5, 246, 432, 510, 512, 558, 1102.5 1182.12, 1174, 1194, 1194.2, 1197,
23 1198, 1401, 2802, and 2810.5, violations of Business and Professions Code §§ 1600, 16700,
24 17200, plus reasonable attorneys’ fees and costs.

25 81. Representative Action. Plaintiff seeks to recover the PAGA civil penalties
26 through a representative action as permitted by PAGA and the California Supreme Court in *Arias*
27 *v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is
28

not required, but Plaintiff may choose to seek certification of the PAGA claims.

82. Labor Code § 2699(a), which is part of PAGA, provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves or themselves and other current or former employees pursuant to the procedures specified in § 2699(a).

83. Penalties. Labor Code § 2699(f), which is part of PAGA, provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

84. Based on the foregoing, Plaintiff and aggrieved employees are entitled to civil penalties, to be paid by Defendant and allocated as required by PAGA in the following formula: (a) in an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for each subsequent violation per employee per pay period. Plaintiff, the aggrieved employees, and the State of California are entitled to recover the maximum civil penalties allowed by law for the violations of the Labor Code and IWC Wage Orders as alleged in this Complaint.

85. Plaintiff is also entitled to recover for himself, other aggrieved employees, and the State of California, civil penalties pursuant to Labor Code § 210 (entirely independent and apart from, any other penalty provided in this article) in the amount of \$100 per employee per initial violation of the timely payment requirements of Labor Code § 240 (semimonthly payments) and \$200 per employee for each subsequent violation, plus 25% of the amount unlawfully withheld, and Labor Code § 558 in the amount \$50 per underpaid employee for each pay period for which the employee was underpaid and for each subsequent violation, one hundred dollars (\$100) for

each underpaid employee for each pay period for which the employee was underpaid.

86. Procedural Requirements Met. On December 26, 2023, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendant by certified mail. Plaintiff did not receive notice from the LWDA that it would be investing the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On March 1, 2024, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff’s PAGA Notice is attached herein as **Exhibit A.**

EIGHTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

87. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully set forth herein.

88. Defendant is a “persons” as defined by California Business & Professions Code § 17201, as it is a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

89. Unlawful Business Practices. Defendant’s knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

90. Defendant’s failure to abide by the laws discussed herein provided Defendant an unfair advantage over their competitors at the expense of their workers. Instead, Defendant cuts corners in the name of higher profits and at the expense of employee well-being. Defendant’s actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, et seq.

1 91. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief
2 to stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts
3 Defendant acquired through the unfair, unlawful, and fraudulent business practices described
4 herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California
5 Code of Civil Procedure § 1021.5.

6
7
8 **DEMAND FOR JURY TRIAL**

9 Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all
10 issues so triable.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff respectfully prays judgment as follows:

- 13 A. For an Order:
- 14 a. Certifying the Class;
- 15 b. Appointing Plaintiff as representative of the Class;
- 16 c. Appointing Plaintiff's counsel as Class Counsel;
- 17 B. For actual and liquidated damages according to proof at trial;
- 18 C. For statutory and civil penalties and special damages, according to proof at trial;
- 19 D. For pre- and post-judgment interest on monetary damages;
- 20 E. For preliminary and permanent injunctive relief;
- 21 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by
- 22 law; and
- 23 G. For such other relief as this Court deems just and proper.

24 //

25
26 //

27
28 //

1 Dated: October 24, 2024

Respectfully submitted,

2 **AKHAVAN & ASSOCIATES**

3 By: /s/ Bardia Akhavan

4 Bardia Akhavan, Esq.

Attorneys for Plaintiffs

5 **BARAHMAND LAW GROUP**

6 By: /s/ Navid Barahmand

7 Navid Barahmand, Esq.

8 Attorneys for Plaintiffs

9 **KING & SIEGEL, LLP**

10 By: /s/ Elliot Siegel

11 Elliot J. Siegel, Esq.

12 Attorneys for Plaintiffs

EXHIBIT A

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December 26, 2023

Sent via U.S. Mail and Email to: JRogenski@hkemploymentlaw.com;
HWilliams@hkemploymentlaw.com

Jenna Rogenski, Esq.

BAUGHER RANCH ORGANICS

c/o Hirschfeld Kraemer LLP

456 Montgomery Street, Suite 2200

San Francisco, California 94104

**Re: Private Attorneys General Act (“PAGA”) Notice Letter of Ferry Mendoza on
Behalf of Himself and Aggrieved Employees Under California Labor Code Section
2699.3**

To Whom It May Concern:

This letter shall constitute notice under California Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Ferry Mendoza (“Employee”) employment with his former employers: Baugher Ranch Organics (“Employer” or “the Company”). Employee was employed in a non-exempt position as Forklift Operator until he was terminated on November 1, 2023.

In connection with the alleged claims for failure to comply with California Labor Code Sections 98.6, 201, 203, 226, 226.7, 510, 512, 1102.5, and 2810.5, Employee seeks to represent all employees of the Company, and each of them, as well as their parents, subsidiaries, and affiliates. With all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest

periods, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees, as opposed to compensating employees for all hours worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest

periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Mr. Mendoza and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code section 246, *et seq.* Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Thank you in advance for your prompt attention to this request.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', is written over the printed name.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com