

FEB 20 2024

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02/20/2024

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Attorneys for Plaintiff REYES PALACIOS AHUATZI,
on behalf of himself and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

REYES PALACIOS AHUATZI, on behalf of
himself and all other aggrieved employees,

CASE NO.: 2024CUOE020845

PLAINTIFF,

REPRESENTATIVE ACTION

v.

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE § 2698 *et seq.*

SATICOY BERRY FARMS, INC., a
California corporation; and DOES 1 through
50, inclusive,

DEFENDANTS.

Plaintiff REYES PALACIOS AHUATZI, on behalf of himself and all other aggrieved
employees (hereafter "PLAINTIFF"), alleges as follows:

INTRODUCTION

1. PLAINTIFF brings this action on behalf of himself and all other aggrieved employees of
Defendants SATICOY BERRY FARMS, INC., a California corporation, and DOES 1 through 50,
inclusive (collectively, "DEFENDANTS") to recover civil penalties arising from unlawful meal period
and rest break policies and practices; unpaid wages earned and due; failure to pay all wages, including

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1 premiums wages, due to discharged or quitting employees; failure to timely pay wages during
2 employment; failure to furnish accurate and complete itemized wage statements; failure to maintain
3 accurate records; and failure to reimburse necessary business expenses. This action is a representative
4 action under the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections
5 2698-2699.5.

6 **THE PARTIES**

7 2. At all times relevant to this action, PLAINTIFF has been over the age of eighteen (18)
8 years and domiciled in the State of California.

9 3. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
10 SATICOY BERRY FARMS, INC. (“SATICOY BERRY FARMS”) is, and all times relevant to this
11 action was, a corporation organized and existing under the laws of the State of California. PLAINTIFF
12 is informed and believes, and based thereon alleges, that Defendant SATICOY BERRY FARMS is
13 authorized to transact and conduct business in the State of California and does transact and conduct
14 business in the State of California, including the County of Ventura. Further, SATICOY BERRY
15 FARMS maintains grounds, facilities, and offices in the County of Ventura, State of California.
16 SATICOY BERRY FARMS employed PLAINTIFF and other aggrieved persons within the State of
17 California.

18 4. PLAINTIFF is informed and believes, and thereon alleges, that Defendant SATICOY
19 BERRY FARMS is a strawberry farming company.

20 5. PLAINTIFF is informed and believes that according to publicly released data, Defendant
21 SATICOY BERRY FARMS received at least one (1) federal Paycheck Protection Program (“PPP”) loan
22 totaling approximately \$1.7 million for approximately 254 jobs.¹ According to publicly released
23 data, the full amount of this government loan to Defendant, including accrued interest, has been forgiven.

24 6. PLAINTIFF is ignorant of the identities of defendants Does 1 through 50, inclusive, and
25 therefore, sues these defendants by such fictitious names. The Doe defendants may be individuals,
26 partnerships, or corporations. PLAINTIFF is informed and believes, and thereon alleges, that, at all

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28 ¹ See, <https://projects.propublica.org/coronavirus/bailouts/loans/saticoy-berry-farms-inc-9259707210>

1 times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee,
2 co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
3 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
4 employment, joint venture and conspiracy. PLAINTIFF will amend this Complaint to allege their true
5 names and capacities when ascertained. PLAINTIFF is informed and believes and thereon alleges that
6 each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
7 alleged.

8 7. Defendants SATICOY BERRY FARMS and DOES 1 thorough 50, inclusive, are
9 collectively referred to herein as “DEFENDANTS.”

10 8. DEFENDANTS are and at all times herein mentioned were, (a) conducting business in
11 the County of Santa Clara, State of California, and (b) the employer of Plaintiff consistent with the
12 California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order(s).

13 9. Plaintiff further alleges that DEFENDANTS, directly or indirectly controlled or affected
14 the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class
15 so as to make each of said DEFENDANTS employers and employers jointly liable under the statutory
16 provisions set forth herein.

17 10. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
18 action, DEFENDANTS were the alter egos, predecessors, divisions, affiliates, integrated enterprises,
19 joint employers, subsidiaries, successors, sister companies, parents, principals, related entities, co-
20 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each
21 other. Each defendant was dominated by his, his, or its codefendants, and each was the alter ego of the
22 other.

23 11. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
24 respects pertinent to this action as the agent of the other DEFENDANTS, carried out a joint scheme,
25 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
26 attributable to the other DEFENDANTS.

12. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Plaintiff and the other aggrieved employees all wages earned and due, through methods and schemes which include, but are not limited to: failing to pay overtime; failing to provide complaint meal periods; failing to authorize rest breaks; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay final wages; failing to pay timely wages during employment; failure to reimburse business expenses; and requiring, permitting, or suffering the employees to work off the clock, in violation of the California Labor Code (“Labor Code”) and applicable IWC Wage Order(s), including Wage Order 14-2001.

13. Plaintiff is informed and believes, and based thereon alleges, that in accordance with Labor Code section 558.1, DEFENDANTS, and any person acting on behalf of DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or any applicable provision of the Labor Code.

JURISDICTION AND VENUE

14. The Superior Court of the State of California has jurisdiction in this matter because PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in California and regularly conduct business in the State of California.

15. No federal question is at issue as the claims are based exclusively on California state law.

16. Venue is proper in this judicial district and the County of Ventura, California because among other things, PLAINTIFF and the other aggrieved employees performed work for DEFENDANTS in the County of Ventura; DEFENDANTS maintain grounds, facilities, and offices, and transact business in the County of Ventura; DEFENDANTS' unlawful policies, procedures, and/or practices, which are the subject of this action were applied, at least in part, to PLAINTIFF and other aggrieved employees in the County of Ventura; and DEFENDANTS' unlawful acts and omissions occurred in the County of Ventura.

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1 **PAGA ALLEGATIONS**

2 17. PLAINTIFF is a former hourly, full-time, non-exempt employee of DEFENDANTS'
3 strawberry berry farms located in Ventura, California. PLAINTIFF'S schedule varied but he typically
4 worked from 6:00 a.m. to 3:00 p.m., or later, Monday through Friday. PLAINTIFF also occasionally
5 worked on Saturdays.

6 18. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
7 sections 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and former
8 non-exempt aggrieved employees of DEFENDANTS in the State of California at any time within the
9 period beginning one (1) year and sixty-five (65) days prior to the filing of this action and ending at the
10 time this action settles or proceeds to final judgment (the "PAGA PENALTY PERIOD").

11 19. In accordance with Labor Code section 2699.3, on or about December 16, 2023,
12 PLAINTIFF gave written notice to the California Labor and Workforce Development Agency
13 ("LWDA"), by filing a PAGA Notice online, a copy of which was sent by certified mail to
14 DEFENDANTS, setting forth the specific provisions of the Labor Code and applicable Industrial
15 Welfare Commission ("IWC") Wage Order(s) alleged to have been violated, including the facts and
16 theories to support the alleged violations. PLAINTIFF'S PAGA Notice was sent by certified mail to
17 DEFENDANTS on or about December 16, 2023.

18 20. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
19 violations within the sixty-five (65) calendar days of the postmark date of PLAINTIFF'S PAGA Notice.
20 Accordingly, PLAINTIFF has complied with all of the requirements set forth in Labor Code section
21 2699.3 to proceed with this representative action under the PAGA.

22 **PREDICATE LABOR CODE VIOLATIONS**

23 **Failure to Provide Timely Compliant Meal Periods**

24 **(Labor Code §§ 226.7, 512; IWC Wage Order 14-2001, § 11)**

25 21. Labor Code section 512 provides in relevant part, "An employer shall not employ an
26 employee for a work period of more than five hours per day without providing the employee with a meal
27 period of not less than 30 minutes, except that if the total work period per day of the employee is no
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1 more than six hours, the meal period may be waived by mutual consent of both the employer and
2 employee. An employer shall not employ an employee for a work period of more than 10 hours per day
3 without providing the employee with a second meal period of not less than 30 minutes, except that if the
4 total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent
5 of the employer and the employee only if the first meal period was not waived.”

6 22. The applicable IWC Order(s), including IWC Order 14-2001 § 11 states, “An employer
7 may not employ an employee for a work period of more than five (5) hours without providing the
8 employee with a meal period of not less than 30 minutes, except that when a work period of not more
9 than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of
10 employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the
11 meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’
12 meal period shall be permitted only when the nature of the work prevents an employee from being
13 relieved of all duty and when by written agreement between the parties an on-the-job paid meal period
14 is agreed to.”

15 23. Under California law, when an employee works for a work period of more than five (5)
16 hours, a meal period must be provided no later than the end of the employee’s fifth hour of work, *i.e.*,
17 no later than the start of the employee’s sixth hour of work. When an employee works for a period of
18 more than 10 hours, a second meal period must be provided no later than the end of the employee’s tenth
19 hour of work, *i.e.*, no later than the start of the employee’s eleventh hour of work. *See Brinker*
20 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012).

21 24. Labor Code section 226.7, subdivision (b) states, “If an employer fails to provide an
22 employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare
23 Commission, the employer shall pay the employee one additional hour of pay at the employee s regular
24 rate of compensation for each work day that the meal or rest period is not provided.”

25 25. During the PAGA PENALTY PERIOD, as part of DEFENDANTS’ unlawful policies,
26 procedures, and practices, DEFENDANTS failed to provide timely, compliant, off-duty meal periods to
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1 PLAINTIFF and other aggrieved employees as required under Labor Code sections 226.7 and 512 and
2 the applicable IWC Order(s), including IWC Order 14-2001.

3 PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
4 PENALTY PERIOD, DEFENDANTS did not have any policy or practice pertaining to meal period
5 violations. *See, Safeway, Inc. v. Superior Court (Esparza)*, 238 Cal.App.4th 1138, 1159 (2015) (failure
6 to pay break premiums is indicative of “deep, system-wide error”).

7 26. DEFENDANTS further violated Labor Code sections 226.7 and 512 and the applicable
8 IWC Order(s) by failing to compensate PLAINTIFF and other aggrieved employees with one (1)
9 additional hour of premium compensation at each employee’s regular rate of pay for each workday that
10 a compliant meal period was not provided.

11 **Failure to Provide Compliant Rest Periods**

12 **(Labor Code §§ 226.7; IWC Wage Order 14-2001, § 12)**

13 27. The applicable Wage Order(s), including IWC Wage Order 14-2001, and Labor Code
14 sections 226.7, 516, and 558 establish the right of employees to be provided with a rest period of at least
15 ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

16 28. At all relevant times, as part of DEFENDANTS’ unlawful policies, procedures, and
17 practices to deprive their current and former non-exempt employees all wages earned and due,
18 DEFENDANTS failed to provide compliant rest periods to PLAINTIFF and other aggrieved employees
19 as required pursuant to Labor Code section 226.7, and the applicable IWC Order(s), including IWC
20 Order 14-2001, § 12.

21 29. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
22 PENALTY PERIOD, DEFENDANTS did not have any policy or practice pertaining to rest break
23 violations.

24 30. DEFENDANTS further violated Labor Code section 226.7 and IWC Order 14-2001, §
25 12 by failing to pay PLAINTIFF and other aggrieved employees one (1) additional hour of premium
26 compensation at each employee’s regular rate of pay for each workday that a compliant rest period was
27 not provided.

1 **Failure to Pay Minimum Wages**

2 **(Labor Code §§ 1194, 1197; IWC Wage Order 14-2001, § 4)**

3 31. Under Labor Code sections 1194 and 1197 and Section 4 of the applicable IWC Wage
4 Order(s), payment to an employee of less than the applicable minimum wage for all hours worked in a
5 payroll period is unlawful.

6 32. During the PAGA PENALTY PERIOD and in violation of Labor Code sections 1194
7 and 1197 and the applicable IWC Wage Order(s), DEFENDANTS failed to pay PLAINTIFF and other
8 aggrieved employees the applicable minimum wages for all hours worked in a payroll period by, among
9 other things: requiring, suffering, or permitting PLAINTIFF and other aggrieved employees to work off
10 the clock; failing to maintain a timekeeping system whereby employees could clock in and out for work
11 periods, meal periods, or rest periods; maintaining an unlawful rounding practice; inaccurately recording
12 time in which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
13 PLAINTIFF'S and other aggrieved employees' records; failing to provide accurate itemized wage
14 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods to be
15 discovered.

16 **Failure to Pay Overtime Wages**

17 **(Labor Code §§ 510, 1194, 1198; IWC Wage Order 14-2001, § 3)**

18 33. Under Labor Code sections 510 and 1194 and Section 3 of applicable IWC Wage
19 Order(s) DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for
20 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
21 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8)
22 hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve
23 (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
24 consecutive day of work in any workweek.

25 34. PLAINTIFF and other aggrieved employees are current and former non-exempt
26 employees of DEFENDANTS entitled to the protections of Labor Code sections 510 and 1194 and the
27 applicable IWC Wage Order(s).

1 35. On information and belief, during the PAGA PENALTY PERIOD, DEFENDANTS
2 failed to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
3 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things:
4 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
5 Code sections 510 and 1194, and Section 3 of the applicable IWC Wage Order(s); requiring, suffering,
6 or permitting PLAINTIFF and other aggrieved employees to work off the clock; failing to maintain a
7 timekeeping system whereby employees could clock in and out for work periods, meal periods, or rest
8 periods; maintaining an unlawful rounding practice; inaccurately recording time in which PLAINTIFF
9 and other aggrieved employees worked; failing to properly maintain PLAINTIFF'S and other aggrieved
10 employees' records; failing to provide accurate itemized wage statements to PLAINTIFF and other
11 aggrieved employees for each pay period; and other methods to be discovered.

12 36. DEFENDANTS have knowingly and willfully refused to perform their obligations to
13 compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours worked in
14 violation of Labor Code sections 510, 1194 and 1198 and the applicable IWC Wage Order(s).

15 **Failure to Timely Pay Wages During Employment**
16 **(Labor Code § 204)**

17 37. Under Labor Code section 204, for all labor performed between the 1st and 15th days of
18 any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th
19 and 26th day of the month during which the labor was performed. Labor Code section 204 provides that
20 for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are
21 required to pay their nonexempt employees between the 1st and 10th day of the following calendar
22 month.

23 38. Labor Code section 204 further provides that all wages earned for labor in excess of the
24 normal work period shall be paid no later than the payday of the next regular payroll period.

25 39. During the PAGA PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
26 to timely pay PLAINTIFF and other aggrieved employees all the wages, including premiums wages, by
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1 the next regular payroll period as required by Labor Code section 204. *See, Naranjo v. Spectrum*
2 *Security Services, Inc.* 13 Cal.5th 93 (2022).

3 **Failure to Pay All Wages Due Upon Separation of Employment**

4 **(Labor Code §§ 201, 202, 203)**

5 40. Under Labor Code sections 201, 202 and 203, DEFENDANTS are required to pay all
6 earned and unpaid wages to an employee who is discharged. Labor Code Section 201 provides that if
7 an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge
8 are due and payable immediately.

9 41. Under Labor Code section 202, DEFENDANTS are required to pay all accrued wages
10 due to an employee no later than 72 hours after the employee quits, unless the employee provided 72
11 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or
12 wages at the time of quitting.

13 42. Labor Code section 203 provides that if an employer willfully fails to pay, in accordance
14 with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the
15 employer is liable for waiting time penalties in the form of continued wages to the employee for up to
16 thirty (30) days.

17 43. During the PAGA PENALTY PERIOD and in violation of Labor Code sections 201 and
18 202, DEFENDANTS willfully failed to timely pay accrued wages and other compensation, including
19 premium compensation, to PLAINTIFF and other aggrieved employees who were discharged or who
20 quit. *See, Naranjo v. Spectrum Security Services, Inc.* 13 Cal.5th 93 (2022).

21 **Failure to Furnish Complete Itemized Wage Statements**

22 **(Labor Code § 226(a); IWC Wage Order 14-2001, § 7)**

23 44. California Labor Code section 226, subdivision (a) provides, in relevant part, "An
24 employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee,
25 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if
26 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
27 wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the
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1 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
2 basis, (4) all deductions, provided that all deductions made on written orders of the employee may be
3 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which
4 the employee is paid, (7) the name of the employee and only the last four digits of his or her social
5 security number or an employee identification number other than a social security number, (8) the name
6 and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as
7 defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the
8 services of the employer, and (9) all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013,
10 if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the
11 total hours worked for each temporary services assignment.”

12 45. Section 7 of the applicable IWC Wage Order further provides, in relevant part: “Every
13 employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a
14 detachable part of the check, draft, or voucher paying the employee’s wages, or separately, an itemized
15 statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the
16 employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the
17 name of the employer, provided all deductions made on written orders of the employee maybe
18 aggregated and shown as one item.”

19 46. During the PAGA PERIOD, DEFENDANTS routinely failed to fail to provide
20 PLAINTIFF and other aggrieved employees with timely, accurate, and complete itemized wage
21 statements. As a result of DEFENDANTS’ unlawful policies, DEFENDANTS maintained inaccurate
22 records and issued inaccurate wage statements to PLAINTIFF and other aggrieved employees in
23 violation Labor Code § 226. *See, Naranjo v. Spectrum Security Services, Inc.* 13 Cal.5th 93 (2022).

24 47. During the PAGA PERIOD, PLAINTIFF and other aggrieved employees suffered injury
25 as a result of DEFENDANTS’ failure to provide timely and accurate itemized wage statements. Further,
26 PLAINTIFF and other aggrieved employees can prevail on a claim for PAGA penalties under Labor
27 Code § 226 without having to show injury or willfulness. *See, Jimenez v. Friant & Assocs., LLC*, 15
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1 Cal.App.5th 773, 788 (2017) (“a plaintiff seeking civil penalties under PAGA for a violation of Labor
2 Code section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of
3 section 226(e)(1).”); *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667, 679 (2018)
4 (“requirements for a section 226(e) claim do not apply to a PAGA claim for a violation of Section
5 226(a)”).

6 **Failure to Maintain Accurate Records**

7 **(Labor Code §§ 226(a), 1174(d))**

8 48. During the PAGA PENALTY PERIOD, as part of DEFENDANTS’ illegal payroll
9 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and
10 due, DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
11 Code sections 226, subdivision (a) and 1174, subdivision (d) and Section 7 of the applicable IWC Wage
12 Order(s) including but not limited to the following records: total daily hours worked by each employee;
13 applicable rates of pay; all deductions; meal periods; time records showing when each employee begins
14 and ends each work period; and accurate itemized statements.

15 **Failure to Reimburse Business Expenses**

16 **(Labor Code § 2802)**

17 49. California Labor Code section 2802 provides that “[a]n employer shall indemnify his or
18 her employee for all necessary expenditures or losses incurred by the employee in direct consequence
19 of the discharge of his or her duties.”

20 50. PLAINTIFF and other aggrieved employees incurred reasonable and necessary expenses
21 in the course of completing their job duties for DEFENDANTS, which were not reimbursed by
22 DEFENDANTS. These expenses included but are not limited to monthly cellular phone voice and data
23 plans.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(Labor Code §§ 2698 *et seq.*)**

4 **(AGAINST ALL DEFENDANTS)**

5 51. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of
6 the allegations above.

7 52. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code section 2699,
8 subdivision (c), and a proper representative to bring a civil action on behalf of himself and other current
9 and former non-exempt employees of DEFENDANTS under the procedures specified in Labor Code
10 sections 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged
11 Labor Code violations was committed against PLAINTIFF during the PAGA PENALTY PERIOD.

12 53. PLAINTIFF seeks to recover civil penalties through a representative action permitted by
13 PAGA.

14 54. Pursuant to Labor Code sections 2698 through 2699.5, PLAINTIFF seeks to recover civil
15 penalties from DEFENDANTS in a representative action for the violations set forth above which
16 include, but are not limited to, violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
17 551, 552, 512, 1174, subdivision (d), 1194, 1194.2, 1197, 1198, and 2802.

18 55. Under Labor Code section 2699, subdivision (a), PLAINTIFF seeks civil penalties based
19 on DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
20 provided which include, but are not limited to, the following:

21 a. Under Labor Code section 210, DEFENDANTS are subject to a civil penalty in the
22 amount of one hundred dollars (\$100.00) for the initial violation and two hundred dollars (\$200.00) per
23 employee for violations in subsequent pay periods for violations of Labor Code section 204;

24 b. Under Labor Code section 226.3, DEFENDANTS are subject to a civil penalty in the
25 amount of two hundred and fifty dollars (\$250.00) per aggrieved employee for the initial pay period
26 where a violation occurs and one thousand dollars (\$1,000.00) per aggrieved employee for violations in
27 subsequent pay periods for violations of Labor Code section 226, subdivision (a);

1 c. Under Labor Code section 558, subdivision (a), “[a]ny employer or other person acting
2 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision
3 regulating hours and days of work in any order of the Industrial Welfare Commission,” including Labor
4 Code Sections 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided
5 by law, of fifty dollars (\$50.00) for initial violations for each employee for each pay period for which
6 the employee was underpaid and one hundred dollars (\$100.00) for each subsequent violation for each
7 employee for each pay period for which the employee was underpaid;

8 d. Under Labor Code section 1197.1, an employer who pays or causes to be paid to any
9 employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil
10 penalty as follows: for any initial violation that is intentionally committed, one hundred dollars
11 (\$100.00) for each underpaid employee for each pay period for which the employee is underpaid; and
12 for each subsequent violation of the same offense, two hundred fifty dollars (\$250.00) for each underpaid
13 employee for each pay period for which the employee is underpaid regardless of whether or not the
14 initial violation was intentionally committed; and

15 e. Under Labor Code section 1174.5, for violations of Labor Code Section 1174,
16 subdivision (d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500.00).

17 56. PLAINTIFF further seeks civil penalties based on DEFENDANTS’ violations of Labor
18 Code provisions for which a civil penalty is not specifically provided. Labor Code section 2699,
19 subdivision (f) provides that for all Labor Code violations for which a civil penalty is not specifically
20 provided, the following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved
21 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation.

23 57. PLAINTIFF seeks such civil penalties in accordance with Labor Code section 2699,
24 subdivision (f) based on DEFENDANTS’ violations of Labor Code provisions for which a civil penalty
25 is not specifically provided, including but not limited to Labor Code sections 201, 202, 203, 226.7, 551,
26 552, 1194, 1197, 1198, and 2802.

1 58. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law
2 including under Labor Code section 2699, subdivision (g)(1).

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, PLAINTIFF, on behalf of himself and on behalf of all other aggrieved
5 employees, prays for relief against DEFENDANTS as follows:

6 1. For civil penalties according to proof and all penalties authorized under PAGA including
7 under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, subdivisions (a) and (f);

8 2. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor
9 Code section 2699, subdivision (g) and any other applicable provisions providing for attorneys' fees and
10 costs; and

11 3. For such further and additional relief as allowed by law or which the Court deems just
12 and proper.

13 DATED: February 19, 2024

14 Respectfully submitted,

15 **NORTH LAW, P.C.**

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19 _____
20 Hengameh S. Safaei
21 Attorneys for Plaintiff REYES PALACIOS
22 AHUATZI, on behalf of himself and all
23 other aggrieved employees
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